

AGENDA

FLOWER MOUND TOWN COUNCIL REGULAR MEETING

2/7/2022

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](#).

- 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. Special presentation by Flower Mound Youth Sports Association (FMYSA)

F. **ANNOUNCEMENTS**

1. Announcements from the mayor and council members

G. **TOWN MANAGER'S REPORT**

Update and discussion on:

1. Capital Improvement projects
2. Economic Development projects
3. Operational updates

H. **FUTURE AGENDA ITEMS**

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

Town Council Meeting Agenda
February 7, 2022
Page 2

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for Monday, February 21

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 council member by making such request prior to a motion and vote.

1. Minutes 1/18- Consider approval of the minutes from a regular meeting and work session of the Town Council held on January 18, 2022.
2. Call Election- Consider approval of a resolution calling for a general election to be held May 7, 2022, for the offices of Town Council Place 1 and Town Council Place 3; establishing procedures for those elections; and providing an effective date.
3. Backup Internet Connection Renewal- Consider approval of a 3-year agreement for the Town's backup internet connection with Grande Communications in the amount of \$30,564.00 and authorize the Mayor to execute same on behalf of the Town.
4. Town Hall Server Room Replication- Consider approval of Town Hall Server Room Replication in the amount of \$ 176,207.28
5. Landscape Replacement- Consider approval to replace landscape damaged by winter storm Viola and use contract pricing from American Landscape for the replacement amount not to exceed \$148,000.
6. Fire Station Alerting- Consider approval to complete fire station alerting system in the amount of \$29,596.63.
7. Vehicle Replacement- Consider approval of the purchase of three 2023 Ford Transit 250 Work Vans per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$136,973.45.
8. ILA - Fort Worth Fire and FMFD- Consider approval of an agreement with the City of Fort Worth to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services when requested in the City or Town and authorization for the Mayor to execute same on behalf of the Town.
9. Fire Prevention as Law Enforcement- Consider approval of a resolution recognizing the Flower Mound Fire Department's Fire Prevention Division (Fire Marshal's Office) as a Law Enforcement Agency.
10. Canyon Falls Park Change Order 3- Consider approval of Change Order No. 3 for the trail adjustments for the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$23,225.60; and authorization for the Mayor to execute same on behalf of the Town.
11. FM3040 Wall Design Award- Consider approval of a Professional Services Agreement with Parkhill | Schrickel Rollins for design services associated with The Flower Mound New Retaining Wall Replacement Project in the amount of \$48,000.00 and for the Mayor to execute this agreement on behalf of the Town.
12. Sunrise Cir WW Connect- Design- Consider approval of a Professional Services Agreement with Jones & Carter, Inc., for the design phase services associated with the Sunrise Circle Wastewater Connection project, in the amount of \$40,000.00; and authorization for the Mayor to execute same on behalf of the Town.

Town Council Meeting Agenda
February 7, 2022
Page 3

13. Morriss Rd Water Lines 4 - Design- Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase IV (Waketon to FM 407) project, in the amount of \$240,000.00; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEMS

14. CIP Amendment No. 3- Consider approval of Amendment No. 3 to the Fiscal Year 2021-2022 Capital Improvement Program.
15. SUP21 Bosco Boat Dealership- Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway. (P&Z recommended approval with conditions by a vote of 6 to 0 at its December 13, 2021, meeting.)
16. PSA-Feasibility Study-Cultural Arts Ctr- Consider approval of a Professional Services Agreement for a Feasibility Study for the Cultural Arts Center, with Oxley, Williams, Tharp Architects PLLC., In the amount of \$26,400.00 and for the Mayor to execute this agreement on behalf of the Town.

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

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

17. Board Training- Discuss ongoing training for boards and commissions, as well as staff and legal support roles.

M. CLOSED MEETING

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

- a. Consultation with Town Attorney.
 1. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al
 2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications
 3. Ad valorem tax exemption matters

**Town Council Meeting Agenda
February 7, 2022
Page 4**

- b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, cultural arts center, and/or other municipal purposes and all matters incident and related thereto.
- c. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, Community Development Corporation, and Planning and Zoning Commission.
- d. Discuss and consider economic development incentives, including retail centers, corporate relocation/expansion/retention, hospitality projects, and performance related to certain incentive agreements.
- e. Deliberate the appointment, employment, evaluation, reassignment, duties and responsibilities, of the Presiding and Alternate Municipal Court Judge.

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

N. RECONVENE MEETING

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

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: February 4, 2022, at 12:25 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: February 7, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of the minutes from a regular meeting and work session of the Town Council held on January 18, 2022.

BACKGROUND INFORMATION: The Town Council held a regular meeting and work session on January 18, 2022.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 1/18

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

THE FLOWER MOUND TOWN COUNCIL REGULAR MEETING AND WORK SESSION HELD ON THE 18TH DAY OF JANUARY 2022, 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:

Derek France	Mayor
Ben Bumgarner	Mayor Pro Tem
Sandeep Sharma	Deputy Mayor Pro Tem
Adam Schiestel	Councilmember Place 1
Jim Engel	Councilmember Place 4
Ann Martin	Councilmember Place 5

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

Theresa Scott	Town Secretary
Alicia Kreh	Town Attorney
James W. Childers	Town Manager
Tommy Dalton	Assistant Town Manager
Bob Pegg	Assistant Director of Engineering
Lexin Murphy	Director of Planning Services
Andy Kancel	Police Chief

A. CALL REGULAR MEETING TO ORDER

Mayor France called the regular meeting and work session to order at 6:01 p.m.

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

Chaplain Richard Plunk gave the invocation and Mayor France led the pledges.

D. PUBLIC COMMENT

	Speaker names and address	Subject (as written on the form or stated)
1.	Kendra Stephenson, 4801 Steinbeck Cr	Work session item #8

F. ANNOUNCEMENTS

Councilmember Schiestel and Mayor France expressed thanks to the Martin Luther King, Jr. committee for a great event on January 17.

Councilmember Martin offered congratulations to Sue Ridnour, Director of Library Services, for earning the designation of Certified Public Library Administrator from the American Library Association.

G. TOWN MANAGER'S REPORT

Mr. Childers provided an update or report on the following projects or topics:

1. Capital improvement projects
 - Safety services at various parks
 - Rest room at dog park
 - Field work at Bakersfield Park
2. Economic Development projects
 - 2021 business activity report
 - New or coming soon businesses
3. Operational Updates
 - The need for lifeguards at the Community Activity Center
 - Public Works involvement with a girl scout

Chief Kancel reported on the Town's support role with the City of Colleyville during a recent hostage situation.

H. FUTURE AGENDA ITEMS

1. Mayor France requested a future agenda item to discuss improvements to Bakersfield Park, Field 11, to accommodate the Miracle League, including financial resources or opportunities.

There was Council consensus to proceed with the discussion.

I. COORDINATION OF CALENDARS

1. A regular meeting is scheduled for February 7.

Mayor France announced the above referenced meeting date and confirmed council member availability.

J. CONSENT ITEMS

1. Minutes 1/3- Consider approval of the minutes from a regular meeting of the Town Council held on January 3, 2022.
2. CIP Amendment 2- Consider approval of Amendment No. 2 to the Fiscal Year 2021-2022 Capital Improvement Program.

Deputy Mayor Pro Tem Sharma moved to approve by consent Items 1 and 2, as presented in the agenda caption. Mayor Pro Tem Bumgarner 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: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

K. REGULAR ITEMS

3. MPA21-0005 - Silveron FM Duke- Public Hearing to consider an ordinance for a Master Plan Amendment (MPA21-0005 - Silveron Flower Mound Duke) 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 within the Lakeside Business District Area Plan from Campus Commercial uses to Campus Industrial uses. The property is generally located north of International Parkway and east of Silveron Boulevard. (Town Council reconsidered the application on November 1, 2021 and moved to remand the project back to the Planning and Zoning Commission by a vote of 4 to 0.) (P & Z recommended approval by a vote of 6 to 0 at its January 10, 2022, meeting.)

4. ZPD21-0003 - Silveron FM Duke- Public Hearing to consider an ordinance amending the zoning (ZPD21-0003 - Silveron Flower Mound Duke) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.181 (PD-181) with Campus Industrial District (CI) uses and certain Campus Commercial District (CC) uses, 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 an exception to Section 82-302, Compatibility buffer. The property is generally located north of International Parkway and east of Silveron Boulevard. (Town Council reconsidered the application on November 1, 2021 and moved to remand the project back to the Planning and Zoning Commission by a vote of 4 to 0.) (P & Z recommended approval by a vote of 6 to 0 at its January 10, 2022, meeting.)
5. TRP21-0012 - Silveron FM Duke- Public Hearing to consider an application for a tree removal permit (TRP21-0012) for forty-eight (48) specimen trees on property proposed for development as Silveron Flower Mound Duke. The property is generally located north of Long Prairie Road and east of Silveron Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 7 to 0 at its July 6, 2021, meeting).

Mayor France opened items 3, 4, and 5 at the same time.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- General and detailed location
- Land use and zoning
- Overall conceptual site plan
- Conceptual site plan tract 1
- Exceptions tract 1
- Site photos
- Conceptual landscape plan
- Conceptual elevations track 1
- Screen/sound walls tract 1
- Topographic slopes tract 1
- Tree survey

and she, or Mr. Dalton, responded to questions or comments from Council regarding:

- Approved versus prohibited uses for tract 2

Applicant Presentation

Jeff Thornton, Duke Realty, gave a presentation identifying or noting:

- Summary of prior key points
- Key project improvements
- Conceptual site plan

and he, or Jeff Dolan, Civil Engineer, Kimley Horn, responded to questions from Council regarding:

- Tree preservation
- If residential is planned for tract 2
- What would the retail buildings look like
- Use of windows

Council Discussion

There was Council discussion regarding:

- Interest in having more office in Lakeside
- Landscaping is good
- Traffic is minimal
- No residential is good
- Appreciation for the natural space and that it will be an amenity for the Town
- Appreciation for the applicant and landowner being accommodating to the requested changes
- Background information for when the item first came before Council
- Pleased to see there is an agreement between the property owner and the Town as to what belongs at this location

Mayor France opened the Public Hearing for items 3, 4, and 5 at 6:55 p.m. No one spoke. Mayor France closed the Public Hearing at 6:55 p.m.

Item 3

Deputy Mayor Pro Tem Sharma moved to approve item 3 as presented. Councilmember Engel seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

Item 4

Deputy Mayor Pro Tem Sharma moved to approve item 4 as presented, and with the modification that the proposed windows be incorporated on both the south and west side elevations, and as agreed upon by the applicant. Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: MARTIN, ENGEL, BUMGARNER, SHARMA, SCHIESTEL

NAYS: NONE

Item 5

Deputy Mayor Pro Tem Sharma moved to approve item 5 as presented. Mayor Pro Tem Bumgarner seconded the motion.

VOTE ON MOTION:

Motion passed

AYES: SCHIESTEL, SHARMA, BUMGARNER, ENGEL, MARTIN

NAYS: NONE

K. WORK SESSION ITEMS

6. DCAD Board Action- Discuss and consider the Denton Central Appraisal District's standards for properties to qualify for an agricultural appraisal.

Staff Presentation

Mr. Dalton gave a presentation identifying or noting:

- Background information
- What we know
- DCAD next steps

and he responded to questions from Council regarding:

- What's the dialogue process between the Town and DCAD
- How would the Town collaborate with other entities, including county leadership
- Impact on property owners for the proposed changes

Council Discussion

There was Council discussion regarding:

- Lack of transparency from DCAD regarding policy adoption
- Timing for being nominated to serve on the ag advisory board
- Concerns about how they are applying the standard to ownership instead of the land
- Possible options to mitigate the issue
- Community partnership opportunity

Mr. Dalton summarized that he would compile questions from Council and forward those collectively to the Chief Appraiser.

7. Lakeside Business District- Presentation and discussion regarding attracting and promoting Class A office space in Flower Mound.

Staff Presentation

Mr. Watson gave a presentation identifying or noting:

- Stakeholders
- Major issues
- Town Council request
- Top tenant rep firms – DFW
- Top site selectors DFW
- Flower Mound developers
- Flower Mound C-level residents
- Panelist proposal for interactive forum with Council
- Potential questions for the moderator

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

- The proposed questions are good
- What's the time frame for making this happen

Council Discussion

- Concerns about the timing and suggestion of an “industry day” as opposed to what is presented because seems like more government and red tape
- How the objective is for the Town to gain feedback to help create a vision
- Possibility of having a survey and then the panel discussion
- Interest in welcoming any industry leaders that want to come and share their thoughts
- Interest in creating a partnership with the developers and landowners in this area

There was Council consensus to proceed with next steps.

8. Cross Timbers- Presentation and discussion on establishing a framework for the review of development options within the Cross Timbers Conservation Development District.

Staff Presentation

Ms. Murphy gave a presentation identifying or noting:

- Recap
- Map of Cross Timbers Conservation Development District
- Public outreach (previously)
- Outreach tools
- The survey
- Timing (3 month and 5 month approach options)
- Additional data points
- Town maintained open space in the CTCDD
- Outreach tools

and she, or Mr. Dalton, responded to questions regarding:

- Timing
- Survey questions

There was Council consensus to proceed as presented and with a 5 month timeline approach.

Ms. Murphy noted that a draft survey will be sent to Council for feedback.

L. BOARDS/COMMISSIONS

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, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number One (TIRZ #1), Transportation Commission, and Veterans Liaison Board.

No discussion or action taken.

M./N. CLOSED/OPEN MEETING

The Town Council convened into a closed meeting at 8:34 p.m. on January 18, 2022, 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 9:10 p.m. on January 18, 2022, and there was no action taken on the following items:

a. Consultation with Attorney.

1. Cause No. 18-9622-431; EagleRidge Operating, LLC v Town of Flower Mound, Texas, et al

2. 2006 Rule 11 agreement and dismissal, Cause No. 2005-20153-158 and Flower Mound Ranch Development Applications

b. Discuss and consider purchase, exchange, lease or value of real property for parks, public rights-of-way, 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.

O. ADJOURN REGULAR MEETING

Mayor France adjourned the meeting at 9:10 p.m. on Monday, January 18, 2022.

TOWN OF FLOWER MOUND, TEXAS

DEREK FRANCE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 2

CONSENT ITEM

DATE: February 7, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Consider approval of a resolution calling for a general election to be held May 7, 2022, for the offices of Town Council Place 1 and Town Council Place 3; establishing procedures for those elections; and providing an effective date.

BACKGROUND INFORMATION: The Town's General Election will be held on the first Saturday in May in accordance with state law. Council Members Place 1 and 3 shall be elected at the General Election, and each for a three-year term.

The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed resolution calls for the May 7, 2022, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$12,690.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$ 11,590.00	100-610-10300-5110
\$ 1,100.00	100-610-10300-5040

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: The resolution has been reviewed by Alicia Kreh with Taylor, Olson, Adkins, Sralla, & Elam L.L.P.

ATTACHMENTS:

1. Draft resolution

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

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 7, 2022, FOR THE OFFICES OF TOWN COUNCIL PLACE 1 AND PLACE 3; ESTABLISHING PROCEDURES FOR THOSE ELECTIONS; 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, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election of a town may be held on such day; and,

WHEREAS, state law and the charter of the Town of Flower Mound require that a general election be held; and,

WHEREAS, by this Resolution, it is the intention of the Town Council to officially call the general election and establish the election procedures for that election;

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

SECTION 1

GENERAL ELECTION CALLED. A general election shall be held in the Town of Flower Mound, Texas, on Saturday, May 7, 2022, between the hours of 7:00 a.m. and 7:00 p.m. at which the following officers will be elected:

COUNCIL MEMBER, PLACE 1 – For a three-year term ending May, 2025.

COUNCIL MEMBER, PLACE 3 – For a three-year term ending May, 2025.

and voting shall be conducted at the following locations:

1. Flower Mound Community Activity Center, 1200 Gerault Rd,
Flower Mound, Texas 75028
2. Flower Mound Senior Center, 2701 West Windsor Dr, Flower
Mound, Texas 75028

SECTION 2

APPLICATION FOR A PLACE ON THE BALLOT. Any eligible and qualified person shall have their name printed upon the official ballot as a candidate for the offices herein set forth by filing their sworn application with the Town Secretary not earlier than January 19, 2022, and not later than 5:00 p.m. on February 18, 2022. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 3

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Mayor is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Texas Election Code and other applicable statutes and laws.

SECTION 4

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the general election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Texas Election Code.

SECTION 5

(a) **EARLY VOTING- DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Denton County Joint Election Agreement ("Denton Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 25, 2022, and continuing through May 3, 2022, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following days and times:

Date	Time
Monday, April 25 – Saturday, April 30	8:00 a.m. – 5:00 p.m.
Sunday, May 1	11:00 a.m. – 5:00 p.m.
Monday, May 2 – Tuesday, May 3	7:00 a.m. – 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this resolution and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 26, 2022. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 25, 2022, and continuing through May 3, 2022, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Monday, April 25 – Friday, April 29	8:00 a.m. – 5:00 p.m.
Saturday, April 30	7:00 a.m. – 7:00 p.m.
Sunday, May 1	10:00 a.m. – 4:00 p.m.
Monday, May 2 – Tuesday, May 3	7:00 a.m. – 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this resolution and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; Website: www.tarrantcounty.com/en/elections.html?linklocation=supermenu&linkname=Elections; Phone: 817.831.8683; Fax: 817.831.6118; Email: votebyemail@tarrantcounty.com to be received not later than the close of business on April 26, 2022. The Town Secretary is

directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board, which is hereby created. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 6

(a) **METHOD OF VOTING - DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING - TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized, and shall be conducted in accordance with the Code.

SECTION 7

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 8

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec 4.003) of the Code.

SECTION 9

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on May 24, 2022.

RESOLUTION NO. _____

PAGE 5

SECTION 10

NECESSARY ACTIONS. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 7TH DAY OF FEBRUARY, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 3

CONSENT ITEM

DATE: February 7, 2022

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: Consider approval of a 3-year agreement for the Town's backup internet connection with Grande Communications in the amount of \$30,564.00 and authorize the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: In January of 2019, the Town installed a 500MB internet connection, through Grande Communications, to serve as a backup if our main 2GB Spectrum circuit failed. The annual cost is \$15,000. Staff has renegotiated a new 36-month agreement with Grande Communications for \$849 a month or \$10,188 annually. A savings of \$14,436 over the 3-year term will be recognized.

FISCAL IMPACT: \$ 30,564.00

Proposed Expenditure:

\$ 30,564.00

Account Number(s):

100-655-59100-5010

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Grande Communications Quote

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



Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between GRANDE COMMUNICATIONS NETWORKS, LLC, a Delaware limited liability company ("Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA.

CUSTOMER	DBA	CONTACT NAME	CONTACT INFO
TOWN OF FLOWER MOUND		Gary Bertagnoli	Office: (972) 874-6051 Mobile: Email: gary.bertagnoli@flower-mound.com
BILLING ADDRESS	ALTERNATIVE CONTACT	BUSINESS PHONE NUMBER	
2121 Cross Timbers Rd, Flower Mound, TX, 75028, USA			
TAX ID	ACCOUNT NUMBER	REFERENCE NUMBER	ACCOUNT SALES REP
	44 - 80164001	OP301986	Jon Lengefeld - 3577

INITIAL SERVICE TERM	SEGMENT
36 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
DIA 500 Mb	2121 Cross Timbers Rd, Flower Mound, TX, 75028, USA	MPOE			1	\$593.00	\$593.00	\$0.00	\$0.00
IP Addresses /24 (256 count / DIA)	2121 Cross Timbers Rd, Flower Mound, TX, 75028, USA	MPOE			1	\$256.00	\$256.00	\$0.00	\$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.							TOTALS	\$849.00	\$0.00

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

DocuSigned by:



37EC12964CF84EC

Authorized Provider Signature

Ryan Thompson

Printed Name

Sr. Director Business Services

Title

1/19/2022

Date Signed



TOWN COUNCIL AGENDA ITEM NO. 4

CONSENT ITEM

DATE: February 7, 2022

FROM: Gary Bertagnolli, Director of Information Technology

ITEM: Consider approval of Town Hall Server Room Replication in the amount of \$ 176,207.28.

BACKGROUND INFORMATION: A main staple in today's Data Center disaster recovery contingency plan calls for separation of location for redundancy. We originally had plans to create this live redundant data center in the permanent Fire Station 6 building. However, DENCO 911 has built an F5 tornado sustainable data center in Lewisville and has offered the Town of Flower Mound rack space at no cost. Utilizing this space will save the Town time and money as well as having a much shorter down time and application accendibility if something disastrous happens to Town Hall.

FISCAL IMPACT: \$ 176,207.28

Proposed Expenditure:	Account Number(s):
\$ 142,483.28	100-655-59100-2020
\$ 18,000.00	100-655-59100-5010
\$ 15,724.00	100-655-59100-5110

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: Thomas E. Samuelson, of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Netsync-Quote-Server Room Replication
2. Frontier 1GB point to point connection agreement

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

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ355376-02

Quote #:	AAAQ355376-02
Date:	01/26/2022
Valid for:	30 Days

Sell To Contact	Inside Sales	Account Manager
City of Flower Mound (TX) gary.bertagnolli@flower-mound.com 972-874-6051	Karen Grant- Dennison kgdennison@netsync.com 832-849-9166	Shawn R. Sutton ssutton@netsync.com 919-323-7100

Please send purchase order to: **PO@netsync.com**

Line #	Part	Description	Qty	Unit Price	Ext Price
Power Store and Migration					Sub Total 68,252.96

Default Group

1.0	Dell EMC PowerStore 1000	Dell EMC PowerStore 1000	1	0.00	0.00
1.1.0	210-ASTZ	POWERSTORE 1000T BASE ENC. FLD INST	1	4,508.47	4,508.47
1.2.0	370-AEZP	384GB APPLIANCE DIMM 192GB PER NODE	1	2,594.64	2,594.64
1.3.0	379-BEIQ	THANK YOU FOR CHOOSING DELL EMC	1	0.00	0.00
1.4.0	528-BTZK	POWERSTORE BASE SW	1	0.00	0.00
1.5.0	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	1	434.34	434.34
1.6.0	450-AIOM	DUAL 1800W (200-240V) POWER SUPPLY, INCLUDES C13/C14 POWER CORDS	1	399.76	399.76
1.7.0	343-BBMR	BASE UNIT CONFIG KIT	1	0.00	0.00
1.8.0	800-BBQV	INFORMATIONAL PURPOSES ONLY	1	0.00	0.00
1.9.0	379-BDPD	ISG PRODUCT (INFO)	1	0.00	0.00
1.10.0	825-9489	DELL HARDWARE LIMITED WARRANTY PLUS ON SITE SERVICE	1	128.89	128.89
1.11.0	825-9526	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE SERVICE WITH EMERGENCY DISPATCH 1 YEAR	1	347.51	347.51
1.12.0	825-9529	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE SERVICE WITH EMERGENCY DISPATCH 4 YEARS EXTENDED	1	1,389.66	1,389.66
1.13.0	825-9535	PROSUPPORT PLUS: MISSION CRITICAL 7X24 HW/SW TECH SUPPORT AND ASSISTANCE 5 YEARS	1	2,524.53	2,524.53
1.14.0	951-2015	THANK YOU FOR CHOOSING DELL PROSUPPORT PLUS. FOR TECH SUPPORT, VISIT //WWW.DELL.COM/CONTACTDELL	1	0.00	0.00
1.15.0	955-9041	DELL HARDWARE LIMITED WARRANTY PLUS ON SITE SERVICE EXTENDED YEAR	1	0.00	0.00
1.16.0	800-BBQV	INFORMATIONAL PURPOSES ONLY	1	0.00	0.00
1.17.0	812-4019	PRODEPLOY PLUS TRAINING 800	1	824.20	824.20
1.18.0	825-8633	PRODEPLOY PLUS FOR POWERSTORE 1XXX T	1	5,700.00	5,700.00
1.19.0	332-1286	US ORDER	1	0.00	0.00
1.20.0	400-BGGM	P1 25X2.5 NVME SED SSD 3.84TB	12	2,612.53	31,350.36
1.21.0	565-BBJS	32GB FC 4 PORT IO MODULE PAIR	2	1,590.68	3,181.36
1.22.0	828-4829	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE LOW CAPACITY SSD ADD-ON, 5 YEARS	12	1,000.27	12,003.24
1.23.0	825-6582	PRODEPLOY PLUS ADD-ON FOR POWERSTORE REMOTE REPLICATION (REQUIRES PRODEPLOY PLUS)	1	2,866.00	2,866.00
2.0	Dell EMC AppSync for PowerStore	Dell EMC AppSync for PowerStore	1	0.00	0.00
2.1.0	210-ATXO	APPSYNC FOR POWERSTORE	1	0.00	0.00
2.2.0	900-9997	ON-SITE INSTALLATION DECLINED	1	0.00	0.00
2.3.0	828-5778	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT CONTRACT 5YRS	1	0.00	0.00

Quote #:	AAAQ355376-02
Date:	01/25/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
--------	------	-------------	-----	------------	-----------

2.4.0	528-BYHF	APPSYNC STR PK FOR POWERSTORE=CB	1	0.00	0.00
2.5.0	828-5734	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT MAINTENANCE 5 YEARS	1	0.00	0.00

Power Store and FC Switches

Sub Total 89,954.32

Default Group

3.0	Dell EMC AppSync for PowerStore	Dell EMC AppSync for PowerStore	1	0.00	0.00
3.1.0	210-ATXO	APPSYNC FOR POWERSTORE	1	0.00	0.00
3.2.0	900-9997	ON-SITE INSTALLATION DECLINED	1	0.00	0.00
3.3.0	828-5778	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT CONTRACT 5 YEARS	1	0.00	0.00
3.4.0	528-BYHF	APPSYNC STR PK FOR POWERSTORE=CB	1	0.00	0.00
3.5.0	828-5734	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT MAINTENANCE 5 YEARS	1	0.00	0.00
4.0	Dell EMC PowerStore 1000	Dell EMC PowerStore 1000	1	0.00	0.00
4.1.0	210-ASTZ	POWERSTORE 1000T BASE ENC. FLD INST	1	4,508.47	4,508.47
4.2.0	370-AEZP	384GB APPLIANCE DIMM 192GB PER NODE	1	2,594.64	2,594.64
4.3.0	379-BEIQ	THANK YOU FOR CHOOSING DELL EMC	1	0.00	0.00
4.4.0	528-BTZK	POWERSTORE BASE SW	1	0.00	0.00
4.5.0	406-BBOO	25GBE OPTICAL 4 PORT CARD PAIR	1	434.34	434.34
4.6.0	450-AIOM	DUAL 1800W (200-240V) POWER SUPPLY, INCLUDES C13/C14 POWER CORDS	1	399.76	399.76
4.7.0	343-BBMR	BASE UNIT CONFIG KIT	1	0.00	0.00
4.8.0	800-BBQV	INFORMATIONAL PURPOSES ONLY	1	0.00	0.00
4.9.0	379-BDPD	ISG PRODUCT (INFO)	1	0.00	0.00
4.10.0	825-9489	DELL HARDWARE LIMITED WARRANTY PLUS ON SITE SERVICE	1	128.89	128.89
4.11.0	825-9526	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE SERVICE WITH EMERGENCY DISPATCH 1 YEAR	1	347.51	347.51
4.12.0	825-9529	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE SERVICE WITH EMERGENCY DISPATCH 4 YEARS EXTENDED	1	1,462.80	1,462.80
4.13.0	825-9535	PROSUPPORT PLUS: MISSION CRITICAL 7X24 HW/SW TECH SUPPORT AND ASSISTANCE 5 YEARS	1	2,524.53	2,524.53
4.14.0	951-2015	THANK YOU FOR CHOOSING DELL PROSUPPORT PLUS. FOR TECH SUPPORT, VISIT //WWW.DELL.COM/CONTACTDELL	1	0.00	0.00
4.15.0	955-9041	DELL HARDWARE LIMITED WARRANTY PLUS ON SITE SERVICE EXTENDED YEAR	1	0.00	0.00
4.16.0	800-BBQV	INFORMATIONAL PURPOSES ONLY	1	0.00	0.00
4.17.0	812-4019	PRODEPLOY PLUS TRAINING 800	1	824.20	824.20
4.18.0	825-8633	PRODEPLOY PLUS FOR POWERSTORE 1XXX T	1	5,700.00	5,700.00
4.19.0	332-1286	US ORDER	1	0.00	0.00
4.20.0	400-BGGM	P1 25X2.5 NVME SED SSD 3.84TB	12	2,612.53	31,350.36
4.21.0	565-BBJS	32GB FC 4 PORT IO MODULE PAIR	2	1,590.68	3,181.36

Quote #:	AAAQ355376-02
Date:	01/25/2022
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
4.22.0	828-4829	PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE LOW CAPACITY SSD ADD-ON, 5 YEARS	12	1,000.27	12,003.24
4.23.0	825-6582	PRODEPLOY PLUS ADD-ON FOR POWERSTORE REMOTE REPLICATION (REQUIRES PRODEPLOY PLUS)	1	2,866.00	2,866.00
5.0	Connectrix DS-6610B	Connectrix DS-6610B	1	0.00	0.00
5.1.0	210-AZEX	CONNECTRIX DS-6610B 8P/24P SWITCH W/REAR-TO-FRONT AIRFLOW (INCLUDES 8X32GB SFPS AND RACK MOUNT KIT)	2	2,292.50	4,585.00
5.2.0	332-1286	US ORDER	2	0.00	0.00
5.3.0	379-BDPD	ISG PRODUCT (INFO)	2	0.00	0.00
5.4.0	812-4005	PRODEPLOY PLUS TRAINING 300	2	325.00	650.00
5.5.0	825-3435	PRODEPLOY PLUS CONNECTRIX FIBRE CHANNEL SWITCH DEPLOYMENT (UP TO 4 NEW	2	3,200.00	6,400.00
5.6.0	825-3436	PRODEPLOY PLUS CONNECTRIX FIBRE CHANNEL SWITCH DEPLOYMENT VERIFICATION (UP TO 4 NEW HOSTS)	2	175.00	350.00
5.7.0	862-8141	6610B8RTF32 DELL HARDWARE LIMITED WARRANTY	2	7.11	14.22
5.8.0	862-8179	6610B8RTF32 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 1 YEAR	2	15.00	30.00
5.9.0	862-8183	6610B8RTF32 PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 4 YEARS EXTENDED	2	58.75	117.50
5.10.0	862-8190	6610B8RTF32 PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	2	735.75	1,471.50
5.11.0	951-2015	THANK YOU FOR CHOOSING DELL PROSUPPORT PLUS. FOR TECH SUPPORT, VISIT //WWW.DELL.COM/CONTACTDELL	2	0.00	0.00
5.12.0	975-3461	DELL LIMITED HARDWARE WARRANTY EXTENDED YEAR(S)	2	0.00	0.00
5.13.0	407-BCQK	OM4 LC/LC MULTI MODE FIBER CABLE (OPTICS REQUIRED), 3 METER	8	63.75	510.00
5.14.0	450-AKQQ	QTY 2 CONNECTRIX C13 POWER CORD NEMA5-15P PLUGS 2METER	2	0.00	0.00
6.0	NET-PRO-SRVC	Installation & Deployment per SoW. DC: Virtualization	4	1,875.00	7,500.00

Notes

123827040-1 PowerStore & FC Switches

Dell DIR-TSO-4299

Total	158,207.28
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	158,207.28



**ETHERNET VIRTUAL PRIVATE LINE (EVPL)
DEDICATED INTERNET ACCESS (DIA)**

Frontier Confidential

This is Schedule Number S-5550042228 to the Frontier Services Agreement dated 06/13/2016 ("FSA") by and between TOWN OF FLOWER MOUND ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Schedule Date: 12/28/2022

Schedule Type/Purpose: E-LINE

Service Term: 36 Months

Service Location: 1075 Princeton Street, Lewisville, TX 75067

Ethernet Service Description	Quantity	MRC	NRC
EVPL (A Location) 1 Gbps	1	\$750.00	\$0.00

Service Location: 2121 Cross Timbers Road, Flower Mound, TX 75028

Ethernet Service Description	Quantity	MRC	NRC
EVPL (Z Location) Silver 1 Gbps	1	\$750.00	\$0.00
Total:		\$1,500.00	\$0.00

1. Service Description:

a. **Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. **Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. **Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1



**ETHERNET VIRTUAL PRIVATE LINE (EVPL)
DEDICATED INTERNET ACCESS (DIA)**

Frontier Confidential

4. **After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the

Ver. 01252021_EVPL_EIA_TPA_Vlocity
project outlined in this Schedule.

Page 1

5. **Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

6. **Service Level Agreement.**

The Ethernet Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees, regulatory fees/surcharges or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

TOWN OF FLOWER MOUND

Signature: _____
Printed Name: John Sunderland
Title: DIR, Enterprise Sales
Date: _____

Signature: _____
Printed Name: DEREK FRANCE - mayor@flower-mound.com
Title: MAYOR
Date: _____

**EXHIBIT 1****EVPL AND DIA SERVICE LEVEL AGREEMENT**

This Ethernet Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an EVPL Ethernet Virtual Private Line (EVPL) Dedicated Internet Access (DIA) executed by and between **TOWN OF FLOWER MOUND** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("EVPL/DIA Service," or where specifically designated "EVPL Service").

1. Operational Objectives

- a. **On Time Provisioning:** The objective for On-Time Provisioning for On-Net Services, where available, (specifically, qualified Tampa operating area), is determined from (a) the date the order is submitted and approved into the Frontier ordering system (by Frontier) to (b) successful testing by Frontier, within 30 calendar days. Customer must contact Frontier's dedicated phone number (1-800-921-8002) within 30 days of objective target date. If Frontier's failure to meet the On Time Provisioning objective is validated, Customer will receive a one month MRC credit (taxes, fees and surcharges are excluded). The Customer credit will appear within two (2) billing cycles from the time of credit validation. The On-Time Provisioning objective excludes bandwidths of 1G to 100G On-Net Service or Customer requested non-standard bandwidth speeds. The On-Time Provisioning credit is also subject to Sections 3 and 4 below, as applicable. Customer is required to provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.
- b. **Circuit Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or DIA Customer egress port location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Dedicated Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.99%	Below 99.99% Service Credit 30% MRC

(Z limits

and

- c. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the DIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Dedicated Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

- d. To the extent applicable, the Customer is entitled to one Service Credit per Service Outage (i.e. for either the higher of Circuit Availability credit or Mean Time to Repair credit, if applicable). If applicable, the On-Time Provisioning credit would be in addition to the Service Outage credit.

2. Performance Objectives for EVPL Service Only

- a. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers' missioncritical and real time applications.
- **Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
 - **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
 - **Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: EVPL Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	0.10%	0.10%	0.10%	10%
Gold [Priority Data Service]	0.01%	0.01%	0.025%	15%
Platinum [Real Time Data Service]	0.01%	0.01%	0.025%	20%

- b. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. Customer must meet the following criteria to qualify for Service credits on the EVPL Latency SLA outlined in **Table 1D**: • Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA. • Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for OnNet Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

Table 1D: EVPL Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
Gold [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
Platinum [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- c. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on EVPL Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the EVPL Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA. • Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for EVPL Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if EVPL Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: EVPL Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
Silver [Standard Data Service]	n/s	n/s	n/s	10%
Gold [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
Platinum [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

3. Service Outage Reporting Procedure.

- Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- When EVPL/DIA Service is impacted from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's, then current, standard technician rates.
- A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EVPL/DIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.



- d. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

4. Credit Request and Eligibility.

- a. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a TroubleTicket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- b. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- c. Except for the On-Time Provisioning credit (if applicable), all credit allowances will be limited to maximum of 50% of the MRC for the impacted EVPL/DIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining credits for a Service Outage. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits. For example, If Customer's Service Outage triggers both operational objectives (i.e. Circuit Availability and Mean Time to Repair), Customer will receive the highest available Service Credit, but not both.
- d. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
- e. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- f. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

- 5. **Chronic Outage:** An individual EVPL/DIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EVPL/DIA Service reaches Chronic Outage status, then Customer may terminate the affected EVPL/DIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EVPL/DIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.



TOWN COUNCIL AGENDA ITEM NO. 5

CONSENT ITEM

DATE: February 21, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval to replace landscape damaged by winter storm Viola and use contract pricing from American Landscape for the replacement amount not to exceed \$148,000.

BACKGROUND INFORMATION: The historic winter storm (Viola) brought freezing weather in February 2021 which caused substantial damage to plants, trees, and shrubs throughout Texas. Specifically, certain varieties of plants, trees, and shrubs at approximately 16 Town locations were impacted. The largest impact occurred at Town buildings such as the Animal Adoption Center, Police & Courts, Library etc. but the water distribution center and lift stations were also impacted. There is a significant quantity of plants, trees and shrubs that need to be replaced. Planting new landscape in summer months reduces the chance of survival of new plantings due to the hot, dry weather. Facilities Management is suggesting replacement of these plants starting in March of 2022. A budget of \$148,000.00 was appropriated in the FY 21-22 budget for landscape replacement. American Landscape was awarded a contract in 2018 to perform the maintenance of the grounds at approximately 25 Town facilities. Contract pricing will be used for this work. The replacement of plants and trees is not a recoverable insurance item.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$148,000

Proposed Expenditure/(Revenue):

\$148,000

Account Number(s):

100-655-59200-4301

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO

tw

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Landscape replacement list

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

**Landscape Replacement
Required Due to Winter Storm in February 2021**

Location	Type	Quantity	Average Cost	Total
Animal Adoption Center	Trees	5	\$ 1,050.00	\$ 5,250.00
Animal Adoption Center	Plants	40	17.55	702.00
Animal Adoption Center	Shrubs	112	30.07	3,368.00
Bruton Orand Water Tower	Trees	20	1,050.00	21,000.00
Bruton Orand Water Tower	Shrubs	55	33.00	1,815.00
Community Activity Center	Trees	3	1,250.00	3,750.00
Community Activity Center	Plants	150	14.00	2,100.00
Community Activity Center	Shrubs	220	33.00	7,260.00
Fire Station 1	Plants	50	11.00	550.00
Fire Station 1	Shrubs	40	33.00	1,320.00
Fire Station 2	Trees	2	1,050.00	2,100.00
Fire Station 2	Plants	50	17.56	878.00
Fire Station 2	Shrubs	20	33.00	660.00
Fire Station 3	Trees	2	1,050.00	2,100.00
Fire Station 3	Plants	20	45.00	900.00
Fire Station 3	Shrubs	20	33.00	660.00
Fire Station 4	Trees	5	750.00	3,750.00
Fire Station 4	Plants	125	15.00	1,875.00
Fire Station 4	Shrubs	10	33.00	330.00
Fire Station 5	Plants	15	11.00	165.00
Fire Station 5	Shrubs	20	33.00	660.00
Fire Station 6	Trees	3	750.00	2,250.00
Fire Station 6	Plants	20	11.00	220.00
Fire Station 6	Shrubs	20	33.00	660.00
Fleet Services	Trees	2	1,050.00	2,100.00
Fleet Services	Plants	20	11.00	220.00
Fleet Services	Shrubs	150	33.00	4,950.00
Library	Trees	3	1,050.00	3,150.00
Library	Plants	40	11.00	440.00
Library	Shrubs	75	33.00	2,475.00
Police and Municipal Court	Trees	10	750.00	7,500.00
Police and Municipal Court	Plants	200	11.00	2,200.00
Police and Municipal Court	Shrubs	200	33.00	6,600.00
Senior Center	Trees	5	1,050.00	5,250.00
Senior Center	Plants	75	11.00	825.00
Senior Center	Shrubs	40	33.00	1,320.00
Town Hall	Trees	1	1,050.00	1,050.00
Town Hall	Plants	140	11.00	1,540.00
Town Hall	Shrubs	230	33.00	7,590.00
Wastewater Treatment Plant	Shrubs	150	33.00	4,950.00
Western Elevated Water Tower	Trees	5	1,050.00	5,250.00
Western Elevated Water Tower	Shrubs	25	33.00	825.00
Labor Cost for installation	Hours	1,250	20.00	25,000.00
				\$ 147,558.00



TOWN COUNCIL AGENDA ITEM NO. 6

CONSENT ITEM

DATE: February 7, 2022

FROM: Jeff Garner, Director of Facilities Management

ITEM: Consider approval to complete fire station alerting system in the amount of \$29,596.63.

BACKGROUND INFORMATION: During the FY 21-22 budget process Facilities Management was asked to present a budget request to provide an additional layer of security to the access control system at the Police Department and seven Fire Stations. \$26,500 was appropriated to install the enhanced security system. The Police and Fire Chiefs have indicated that they no longer need the additional layer of security installed in their buildings.

On September 3, 2019 Town Council approved the purchase and installation of a new fire station alerting system to replace an aging, antiquated, unreliable system.

The fire station alerting system was completed but the addition of wiring, speakers and LED lights in the dormitory and corridor areas at Fire Station 1, 2, 3, 4, and 5 will provide enhanced alerting. Funding for the security enhancement project is \$26,500. Funding for the additional components of the fire station alerting is \$29,596.60. The difference of \$3,996.60 and will be provided from the Facilities Management budget contractual line item which is available due to savings recognized from the Central Fire Station Fuel System replacement project. This request is to seek approval to use the funding allocated for the security enhancement project to enhance the fire station alerting system in the dormitories and corridors in Fire Stations 1, 2, 3, 4, and 5. Mobile Communications America will install the system and US Digital Designs will provide the equipment.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$29,596.63

Proposed Expenditure/(Revenue):	Account Number(s):
\$16,995.83 (US Digital Systems)	100-655-59200-5110
\$12,600.80 (Mobile Communications America)	

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO tw

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Mobile Communications America Quote
2. US Digital Designs Quote
3. End User's Acknowledgement and Agreement UD Digital, dated September 9, 2019

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

Flower Mound Fire Department**12-21-2021**

This document serves as Mobile Communications America's response to the proposal request for the installation of customer supplied LED speakers in the Dorms and Dorm Corridors at Stations 1, 2, 3, 4 and 5.

**Mobile Communications America
Statement of Work****Fire Station LED Speaker Adds****Central Station**

- Install seven G2 LED speakers in the three dorms and Captains dorm.
- Install 4 conductor control/ audio cable from seven speakers to the ATX Station Controller and terminate to Zone 1.
- Install four G2 LED speakers in the dorm hallways.
- Install 4 conductor control/ audio cable from the four speakers to the ATX Station Controller and terminate to Zone 2.
- Test and set audio levels

Station 2

- Install five G2 LED speakers in the two dorms and Captains dorm.
- Install 4 conductor control/ audio cable from five speakers to the ATX Station Controller and terminate to Zone 1.
- Install three G2 LED speakers in the dorm hallways.
- Install 4 conductor control/ audio cable from the three speakers to the ATX Station Controller and terminate to Zone 2
- Test and set audio levels

Station 3

- Install five G2 LED speakers in the two dorms and Captains dorm.
- Install 4 conductor control/ audio cable from five speakers to the ATX Station Controller and terminate to Zone 1.
- Install four G2 LED speakers in the dorm hallways.
- Install 4 conductor control/ audio cable from the four speakers to the ATX Station Controller and terminate to Zone 2
- Test and set audio levels

Station 4

- Install seven G2 LED speakers in the three dorms and Captains dorm.
- Install 4 conductor control/ audio cable from seven speakers to the ATX Station Controller and terminate to Zone 1.
- Install three G2 LED speakers in the dorm hallways Install 4 conductor control/ audio cable from the three speakers to the ATX Station Controller and terminate to Zone 2
- Test and set audio levels

Station 5

- Install seven G2 LED speakers in the three dorms and Captains dorm.
- Install 4 conductor control/ audio cable from seven speakers to the ATX Station Controller and terminate to Zone 1.
- Install three G2 LED speakers in the dorm hallways.
- Install 4 conductor control/ audio cable from the three speakers to the ATX Station Controller and terminate to Zone 2
- Test and set audio levels

Description	Cost
Station 1 LED Speaker Adds	\$ 2,760.87
Station 2 LED Speaker Adds	\$ 2,102.22
Station 3 LED Speaker Adds	\$ 2,488.44
Station 4 LED Speaker Adds	\$ 2,624.65
Station 5 LED Speaker Adds	\$ 2,624.65

System installation will be performed in accordance with Motorola R56 FNE Standards.

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
Mobile Communications America**

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
Additional Equipment - 5 Stations

Proposal number:

TX_FLWR008

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:

06-Jan-2022

Quote Expires:

6-Apr-2022

FOR FINAL INSTALLATION CONTACT:

Steve LePrell; steveleprell@callmc.com

Customer to go direct with Crosspoint Communications

By:

James Amos

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1748direct

480-290-7892 fax

jamos@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: 1/6/2022
Expires: 4/6/2022

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL**TX_FLWR008 v2****STATION-LEVEL****STATION 01**

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX_FLWR.ALL STATIONS.FSA.2021.12.21

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	0	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	0	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	\$ -	
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	0	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ -	
SC6	Ea	TBD	0	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 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	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
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	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
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	14	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 4,095.00	
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 Mobile Communications America	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	0	Station Configuration & Start-Up	ST-SU	\$ 250.25	\$ 225.23	\$ -	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 131.95	\$ 118.76	\$ 118.76	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 91.00	\$ 81.90	\$ 81.90	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 50.05	\$ 45.05	\$ 45.05	
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	1.0	[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	\$ 409.50	\$ 368.55	368.55 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	\$ 409.50	\$ 368.55	\$ -	

STATION 01		System:	\$ 4,340.70
		Shipping:	\$ 238.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 86.81
		STATION SUBTOTAL:	\$ 4,665.51

*** 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**QUOTE**

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 1/6/2022
 Expires: 4/6/2022

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

REF PROPOSAL
TX_FLWR008 v2 STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2021.12.21

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	0	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	0	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	\$ -	
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	0	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ -	
SC6	Ea	TBD	0	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 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	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
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	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
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	8	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,340.00	
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 Mobile Communications America	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	0	Station Configuration & Start-Up	ST-SU	\$ 156.00	\$ 140.40	\$ -	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 75.40	\$ 67.86	\$ 67.86	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 52.00	\$ 46.80	\$ 46.80	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 28.60	\$ 25.74	\$ 25.74	
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	1.0	[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	\$ 234.00	\$ 210.60	210.6 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	\$ 234.00	\$ 210.60	\$ -	

STATION 02		System:	\$ 2,480.40
		Shipping:	\$ 136.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 49.61
		STATION SUBTOTAL:	\$ 2,666.01

*** 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: 1/6/2022
 Expires: 4/6/2022

Quote SUBMITTED TO:

Flower Mound, Texas
 Flower Mound Fire Department

REF PROPOSAL
TX_FLWR008 v2 STATION-LEVEL

STATION 03

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2021.12.21

STATION SYSTEM LICENSES								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ -
SL2	Ea/Yr	USDD	0	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	0	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	\$ -
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	0	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ -
SC6	Ea	TBD	0	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 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	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -
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	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
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	9	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,632.50	
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 Mobile Communications America	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	0	Station Configuration & Start-Up	ST-SU	\$ 2,022.08	\$ 1,819.87	\$ -	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 84.83	\$ 76.34	\$ 76.34	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 58.50	\$ 52.65	\$ 52.65	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 32.18	\$ 28.96	\$ 28.96	
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	1.0	[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	\$ 263.25	\$ 236.93	236.925 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	\$ 263.25	\$ 236.93	\$ -	

STATION 03		System:	\$ 2,790.45
		Shipping:	\$ 153.00
		Warranty & Support:	\$ -
		Texas Cost Recovery Fee	\$ 55.81
		STATION SUBTOTAL:	\$ 2,999.26

* 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**QUOTE**

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 1/6/2022
 Expires: 4/6/2022

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

REF PROPOSAL
TX_FLWR008 v2 STATION-LEVEL

STATION 04

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2021.12.21

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	0	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	0	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	\$ -	
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	0	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ -	
SC6	Ea	TBD	0	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 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	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
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	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
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	10	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,925.00	
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 Mobile Communications America	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	0	Station Configuration & Start-Up	ST-SU	\$ 188.50	\$ 169.65	\$ -	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 94.25	\$ 84.83	\$ 84.83	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 65.00	\$ 58.50	\$ 58.50	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 35.75	\$ 32.18	\$ 32.18	
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	1.0	[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	\$ 292.50	\$ 263.25	263.25 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	\$ 292.50	\$ 263.25	\$ -	

STATION 04		System:	\$ 3,100.50
		Shipping:	\$ 170.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 62.01
		STATION SUBTOTAL:	\$ 3,332.51

*** 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: 1/6/2022
 Expires: 4/6/2022

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

REF PROPOSAL
TX_FLWR008 v2 STATION-LEVEL

STATION 05

Based from USDD G2 Fire Station Alerting System Design Drawing USDD.TX FLWR.ALL STATIONS.FSA.2021.12.21

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	0	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ -	
SL2	Ea/Yr	USDD	0	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	0	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	\$ -	
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	0	ATX UPS, Standard	UPS-STD	\$ 923.00	\$ 830.70	\$ -	
SC6	Ea	TBD	0	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 57.00	\$ 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	0	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 725.00	\$ 652.50	\$ -	
SP3a	Ea	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 975.00	\$ 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	0	Push Button, Standard (Black)	PB-B	\$ 110.00	\$ 99.00	\$ -	
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	0	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,050.00	\$ 945.00	\$ -	
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	10	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 325.00	\$ 292.50	\$ 2,925.00	
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 Mobile Communications America	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	0	Station Configuration & Start-Up	ST-SU	\$ 188.50	\$ 169.65	\$ -	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 94.25	\$ 84.83	\$ 84.83	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 65.00	\$ 58.50	\$ 58.50	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 35.75	\$ 32.18	\$ 32.18	
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	1.0	[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	\$ 292.50	\$ 263.25	263.25 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	\$ 292.50	\$ 263.25	\$ -	

STATION 05		System:	\$ 3,100.50
		Shipping:	\$ 170.00
		Warranty & Support:	\$ -
		Texas Cost-Recovery Fee	\$ 62.01
		STATION SUBTOTAL:	\$ 3,332.51

*** 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**QUOTE**

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

877-551-8733 tel

480-290-7892 fax

DATE: 1/6/2022

Expires: 4/6/2022

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF PROPOSAL

TX_FLWR008 v2

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
STATION-LEVEL SUBTOTAL	\$	16,995.80
Includes: STATION 01 SYSTEM:	\$	4,665.51
STATION 01 WARRANTY & SUPPORT:	\$	-
Includes: STATION 02 SYSTEM:	\$	2,666.01
STATION 02 WARRANTY & SUPPORT:	\$	-
Includes: STATION 03 SYSTEM:	\$	2,999.26
STATION 03 WARRANTY & SUPPORT:	\$	-
Includes: STATION 04 SYSTEM:	\$	3,332.51
STATION 04 WARRANTY & SUPPORT:	\$	-
Includes: STATION 05 SYSTEM:	\$	3,332.51
STATION 05 WARRANTY & SUPPORT:	\$	-
Notes: (6) Station Systems have been included in this proposal. Customer to go direct with Mobile Communications America for installation.		
US Digital Designs System Total	\$	16,995.80

(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.

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

This purchase is subject to the terms & conditions of the End User's Acknowledgment and Agreement executed by the parties dated September 9, 2019.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

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: Steve Dixon
Name: STEVE DIXON
Its: MAYOR
Date: 9/9/2019 | 3:08 PM CDT

By: Dominic Magnoni
DOMINIC MAGNONI,
Vice President
Date: 9/9/2019 | 2:50 PM CDT

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: 11/26/2019

Quote SUBMITTED TO:

Flower Mound, Texas

Flower Mound Fire Department

REF 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	Shell, 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	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	\$ 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 UMT	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

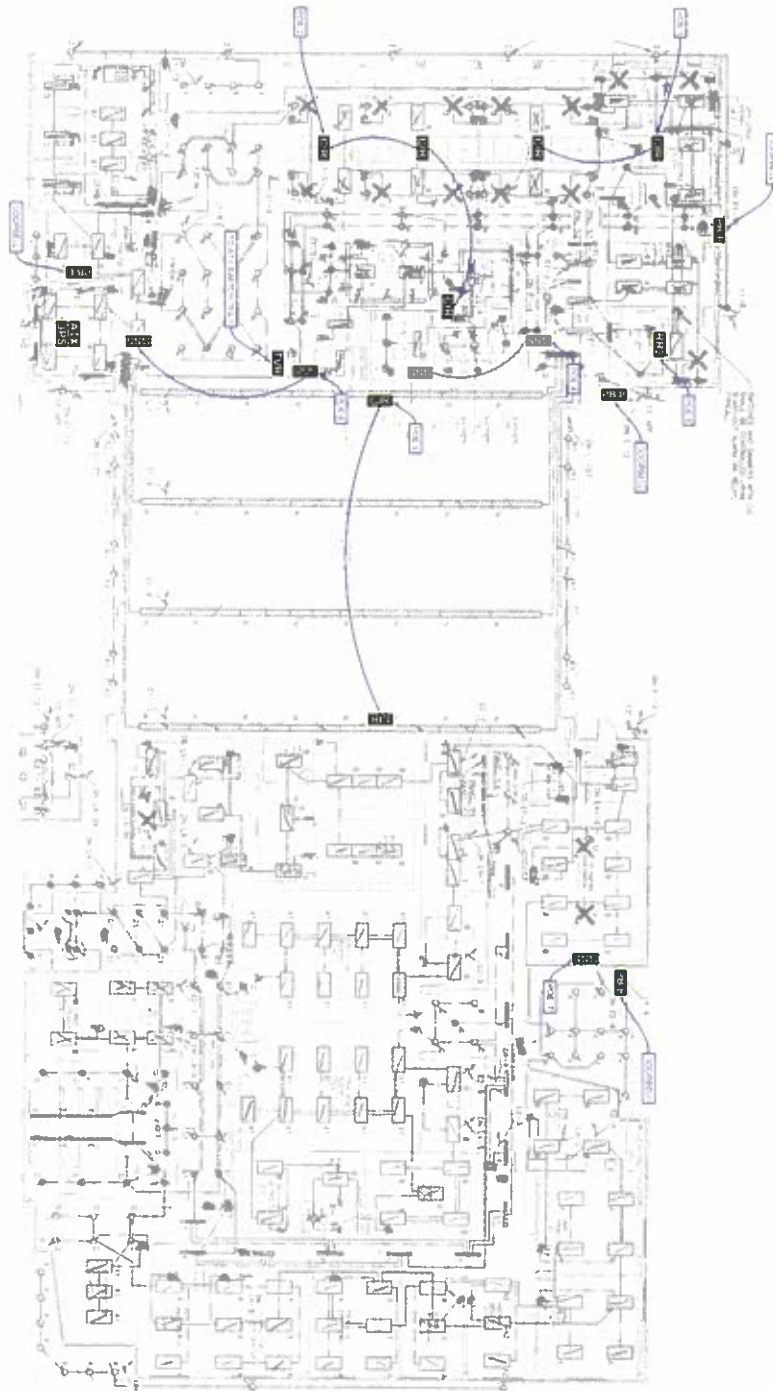
After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the End User will be transitioned to support from the project team. The primary contact for the End User may change. It is important for the End User to continue to provide remote access 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 OF SYSTEMS IS 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



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
7	G2 COLOP INDICATOR REMOTE
1	G2 DRTY REMOTE
5	G2 WESSAGE SIGN STATIONARY TWO (G1 S1)
1	G2 WPS (G2 WPS)
4	FLUSH BUTTON RELAY
1	FLUSH REMOTE 2 (R1 2)

SYMBOL	DESCRIPTION
111	G2 ATX STATION CONTROLLER
112	G2 COLOP INDICATOR REMOTE
113	G2 DRTY REMOTE
114	G2 WESSAGE SIGN STATIONARY TWO (G1 S1)
115	G2 WPS (G2 WPS)
116	FLUSH BUTTON RELAY
117	FLUSH REMOTE 2 (R1 2)
118	G2 DRTY REMOTE
119	G2 COLOP
120	G2 COLOP INDICATOR REMOTE
121	FLUSH BUTTON REMOTE
122	FLUSH REMOTE 2 (R1 2)
123	FLUSH REMOTE 2 (R1 2)
124	FLUSH REMOTE 2 (R1 2)
125	FLUSH REMOTE 2 (R1 2)
126	FLUSH REMOTE 2 (R1 2)
127	FLUSH REMOTE 2 (R1 2)
128	FLUSH REMOTE 2 (R1 2)
129	FLUSH REMOTE 2 (R1 2)
130	FLUSH REMOTE 2 (R1 2)
131	FLUSH REMOTE 2 (R1 2)
132	FLUSH REMOTE 2 (R1 2)
133	FLUSH REMOTE 2 (R1 2)
134	FLUSH REMOTE 2 (R1 2)
135	FLUSH REMOTE 2 (R1 2)
136	FLUSH REMOTE 2 (R1 2)
137	FLUSH REMOTE 2 (R1 2)
138	FLUSH REMOTE 2 (R1 2)
139	FLUSH REMOTE 2 (R1 2)
140	FLUSH REMOTE 2 (R1 2)
141	FLUSH REMOTE 2 (R1 2)
142	FLUSH REMOTE 2 (R1 2)
143	FLUSH REMOTE 2 (R1 2)
144	FLUSH REMOTE 2 (R1 2)
145	FLUSH REMOTE 2 (R1 2)
146	FLUSH REMOTE 2 (R1 2)
147	FLUSH REMOTE 2 (R1 2)
148	FLUSH REMOTE 2 (R1 2)
149	FLUSH REMOTE 2 (R1 2)
150	FLUSH REMOTE 2 (R1 2)
151	FLUSH REMOTE 2 (R1 2)
152	FLUSH REMOTE 2 (R1 2)
153	FLUSH REMOTE 2 (R1 2)
154	FLUSH REMOTE 2 (R1 2)
155	FLUSH REMOTE 2 (R1 2)
156	FLUSH REMOTE 2 (R1 2)
157	FLUSH REMOTE 2 (R1 2)
158	FLUSH REMOTE 2 (R1 2)
159	FLUSH REMOTE 2 (R1 2)
160	FLUSH REMOTE 2 (R1 2)
161	FLUSH REMOTE 2 (R1 2)
162	FLUSH REMOTE 2 (R1 2)
163	FLUSH REMOTE 2 (R1 2)
164	FLUSH REMOTE 2 (R1 2)
165	FLUSH REMOTE 2 (R1 2)
166	FLUSH REMOTE 2 (R1 2)
167	FLUSH REMOTE 2 (R1 2)
168	FLUSH REMOTE 2 (R1 2)
169	FLUSH REMOTE 2 (R1 2)
170	FLUSH REMOTE 2 (R1 2)
171	FLUSH REMOTE 2 (R1 2)
172	FLUSH REMOTE 2 (R1 2)
173	FLUSH REMOTE 2 (R1 2)
174	FLUSH REMOTE 2 (R1 2)
175	FLUSH REMOTE 2 (R1 2)
176	FLUSH REMOTE 2 (R1 2)
177	FLUSH REMOTE 2 (R1 2)
178	FLUSH REMOTE 2 (R1 2)
179	FLUSH REMOTE 2 (R1 2)
180	FLUSH REMOTE 2 (R1 2)
181	FLUSH REMOTE 2 (R1 2)
182	FLUSH REMOTE 2 (R1 2)
183	FLUSH REMOTE 2 (R1 2)
184	FLUSH REMOTE 2 (R1 2)
185	FLUSH REMOTE 2 (R1 2)
186	FLUSH REMOTE 2 (R1 2)
187	FLUSH REMOTE 2 (R1 2)
188	FLUSH REMOTE 2 (R1 2)
189	FLUSH REMOTE 2 (R1 2)
190	FLUSH REMOTE 2 (R1 2)
191	FLUSH REMOTE 2 (R1 2)
192	FLUSH REMOTE 2 (R1 2)
193	FLUSH REMOTE 2 (R1 2)
194	FLUSH REMOTE 2 (R1 2)
195	FLUSH REMOTE 2 (R1 2)
196	FLUSH REMOTE 2 (R1 2)
197	FLUSH REMOTE 2 (R1 2)
198	FLUSH REMOTE 2 (R1 2)
199	FLUSH REMOTE 2 (R1 2)
200	FLUSH REMOTE 2 (R1 2)

THIS DOCUMENT CONTAINS
CONFIDENTIAL AND
PROPRIETARY
INFORMATION WHICH IS
THE EXCLUSIVE PROPERTY
OF US DIGITAL DESIGNS
AND ITS AFFILIATES. NO
PART OF THIS DOCUMENT
IS TO BE REPRODUCED,
COPIED, OR TRANSMITTED
IN ANY FORM OR BY ANY
MEANS, WITHOUT THE
WRITTEN AUTHORIZATION
OF US DIGITAL DESIGNS
INC.

5/13/2019 1:32:59 PM

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

- 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 PHOTOGRAPHIC 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 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	CEILING MOUNTED SPEAKER
3	CEILING MOUNTED LIGHT
4	CEILING MOUNTED GAS SHUT OFF
5	CEILING MOUNTED EXHAUST
6	CEILING MOUNTED LIGHT
7	CEILING MOUNTED EXHAUST

Symbol	Description
1	ATX STATION CONTROLLER
2	CEILING MOUNTED SPEAKER
3	CEILING MOUNTED LIGHT
4	CEILING MOUNTED GAS SHUT OFF
5	CEILING MOUNTED EXHAUST
6	CEILING MOUNTED LIGHT
7	CEILING MOUNTED EXHAUST
8	CEILING MOUNTED LIGHT
9	CEILING MOUNTED EXHAUST
10	CEILING MOUNTED LIGHT
11	CEILING MOUNTED EXHAUST
12	CEILING MOUNTED LIGHT
13	CEILING MOUNTED EXHAUST
14	CEILING MOUNTED LIGHT
15	CEILING MOUNTED EXHAUST
16	CEILING MOUNTED LIGHT
17	CEILING MOUNTED EXHAUST
18	CEILING MOUNTED LIGHT
19	CEILING MOUNTED EXHAUST
20	CEILING MOUNTED LIGHT
21	CEILING MOUNTED EXHAUST
22	CEILING MOUNTED LIGHT
23	CEILING MOUNTED EXHAUST
24	CEILING MOUNTED LIGHT
25	CEILING MOUNTED EXHAUST
26	CEILING MOUNTED LIGHT
27	CEILING MOUNTED EXHAUST
28	CEILING MOUNTED LIGHT
29	CEILING MOUNTED EXHAUST
30	CEILING MOUNTED LIGHT
31	CEILING MOUNTED EXHAUST
32	CEILING MOUNTED LIGHT
33	CEILING MOUNTED EXHAUST
34	CEILING MOUNTED LIGHT
35	CEILING MOUNTED EXHAUST
36	CEILING MOUNTED LIGHT
37	CEILING MOUNTED EXHAUST
38	CEILING MOUNTED LIGHT
39	CEILING MOUNTED EXHAUST
40	CEILING MOUNTED LIGHT
41	CEILING MOUNTED EXHAUST
42	CEILING MOUNTED LIGHT
43	CEILING MOUNTED EXHAUST
44	CEILING MOUNTED LIGHT
45	CEILING MOUNTED EXHAUST
46	CEILING MOUNTED LIGHT
47	CEILING MOUNTED EXHAUST
48	CEILING MOUNTED LIGHT
49	CEILING MOUNTED EXHAUST
50	CEILING MOUNTED LIGHT
51	CEILING MOUNTED EXHAUST
52	CEILING MOUNTED LIGHT
53	CEILING MOUNTED EXHAUST
54	CEILING MOUNTED LIGHT
55	CEILING MOUNTED EXHAUST
56	CEILING MOUNTED LIGHT
57	CEILING MOUNTED EXHAUST
58	CEILING MOUNTED LIGHT
59	CEILING MOUNTED EXHAUST
60	CEILING MOUNTED LIGHT
61	CEILING MOUNTED EXHAUST
62	CEILING MOUNTED LIGHT
63	CEILING MOUNTED EXHAUST
64	CEILING MOUNTED LIGHT
65	CEILING MOUNTED EXHAUST
66	CEILING MOUNTED LIGHT
67	CEILING MOUNTED EXHAUST
68	CEILING MOUNTED LIGHT
69	CEILING MOUNTED EXHAUST
70	CEILING MOUNTED LIGHT
71	CEILING MOUNTED EXHAUST
72	CEILING MOUNTED LIGHT
73	CEILING MOUNTED EXHAUST
74	CEILING MOUNTED LIGHT
75	CEILING MOUNTED EXHAUST
76	CEILING MOUNTED LIGHT
77	CEILING MOUNTED EXHAUST
78	CEILING MOUNTED LIGHT
79	CEILING MOUNTED EXHAUST
80	CEILING MOUNTED LIGHT
81	CEILING MOUNTED EXHAUST
82	CEILING MOUNTED LIGHT
83	CEILING MOUNTED EXHAUST
84	CEILING MOUNTED LIGHT
85	CEILING MOUNTED EXHAUST
86	CEILING MOUNTED LIGHT
87	CEILING MOUNTED EXHAUST
88	CEILING MOUNTED LIGHT
89	CEILING MOUNTED EXHAUST
90	CEILING MOUNTED LIGHT
91	CEILING MOUNTED EXHAUST
92	CEILING MOUNTED LIGHT
93	CEILING MOUNTED EXHAUST
94	CEILING MOUNTED LIGHT
95	CEILING MOUNTED EXHAUST
96	CEILING MOUNTED LIGHT
97	CEILING MOUNTED EXHAUST
98	CEILING MOUNTED LIGHT
99	CEILING MOUNTED EXHAUST
100	CEILING MOUNTED LIGHT

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 Anydoor 1 4
 EA n = G2 External Anydoor 1 n

THIS DOCUMENT CONTAINS
 CONFIDENTIAL AND
 PROPRIETARY
 INFORMATION WHICH IS
 THE PROPERTY OF US DIGITAL DESIGNS
 INC. REPRODUCTION
 OR DISTRIBUTION OR USE BY
 OTHERS IN WHOLE OR IN
 PART IS NOT PERMITTED
 WITHOUT THE WRITTEN
 AUTHORIZATION OF US DIGITAL
 DESIGNS, INC.

5/13/2019 1:33:51 PM

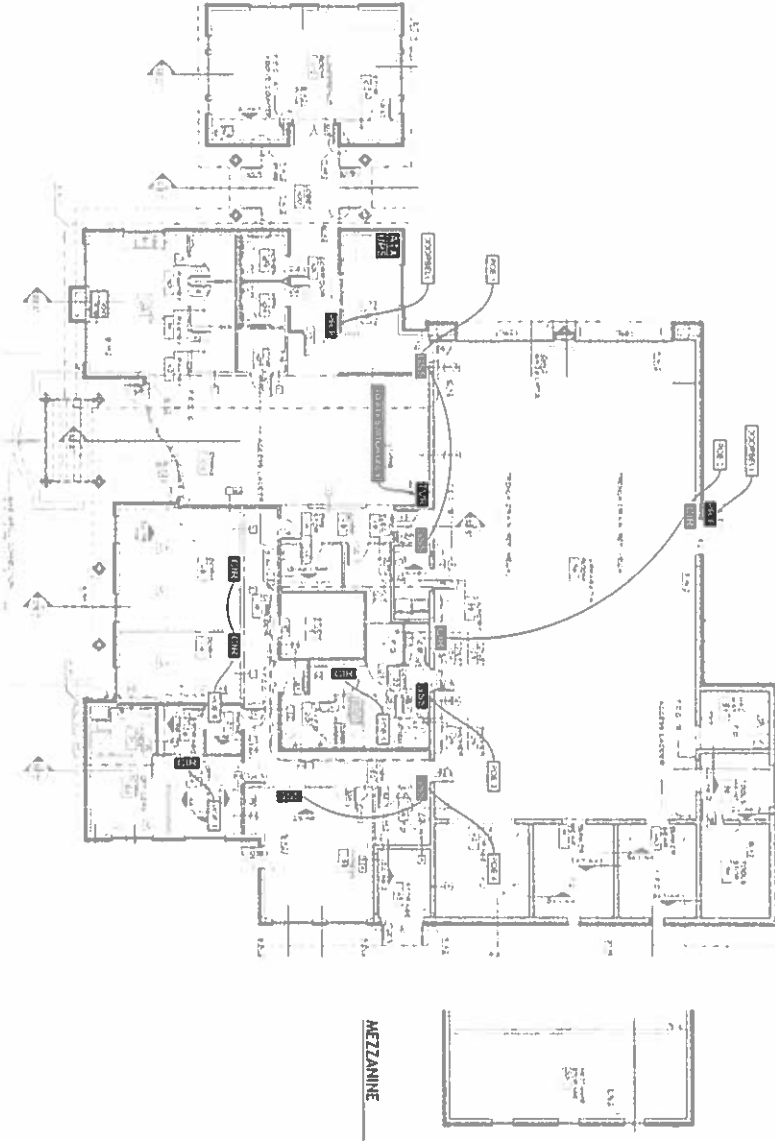
project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 2
filename	USDD_TX_FLWR_FS02.FSA.DWG
date	13-May-2019
PD	design by



NOTES

1. SEE ELECTRICAL SPECIFICATIONS FOR ALL ROUNCH AND INSTALLATION DETAILS.
2. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL CODES.
3. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
4. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
5. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
6. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
7. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
8. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
9. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.
10. ALL WIRING SHALL BE IN ACCORDANCE WITH THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) AND ALL LOCAL CODES.

Item	US DIGITAL DESIGNS
1	G2 ATX STATION CONTROLLER
2	G2 COLOM INDICATOR REMOTE
3	G2 TROUBLE REMOTE
4	G2 MESSAGE SOON STANDARDS (US G2.1)
5	G2 US G2.1 US-1
6	FISH BOUTON (R4.4.1)



Symbol	Description
1	G2 ATX STATION CONTROLLER
2	G2 COLOM INDICATOR REMOTE
3	G2 TROUBLE REMOTE
4	G2 MESSAGE SOON STANDARDS (US G2.1)
5	G2 US G2.1 US-1
6	FISH BOUTON (R4.4.1)
7	G2 ATX STATION CONTROLLER
8	G2 COLOM INDICATOR REMOTE
9	G2 TROUBLE REMOTE
10	G2 MESSAGE SOON STANDARDS (US G2.1)
11	G2 US G2.1 US-1
12	FISH BOUTON (R4.4.1)
13	G2 ATX STATION CONTROLLER
14	G2 COLOM INDICATOR REMOTE
15	G2 TROUBLE REMOTE
16	G2 MESSAGE SOON STANDARDS (US G2.1)
17	G2 US G2.1 US-1
18	FISH BOUTON (R4.4.1)
19	G2 ATX STATION CONTROLLER
20	G2 COLOM INDICATOR REMOTE
21	G2 TROUBLE REMOTE
22	G2 MESSAGE SOON STANDARDS (US G2.1)
23	G2 US G2.1 US-1
24	FISH BOUTON (R4.4.1)
25	G2 ATX STATION CONTROLLER
26	G2 COLOM INDICATOR REMOTE
27	G2 TROUBLE REMOTE
28	G2 MESSAGE SOON STANDARDS (US G2.1)
29	G2 US G2.1 US-1
30	FISH BOUTON (R4.4.1)

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
 EA n = G2 External Amplifier 1 n

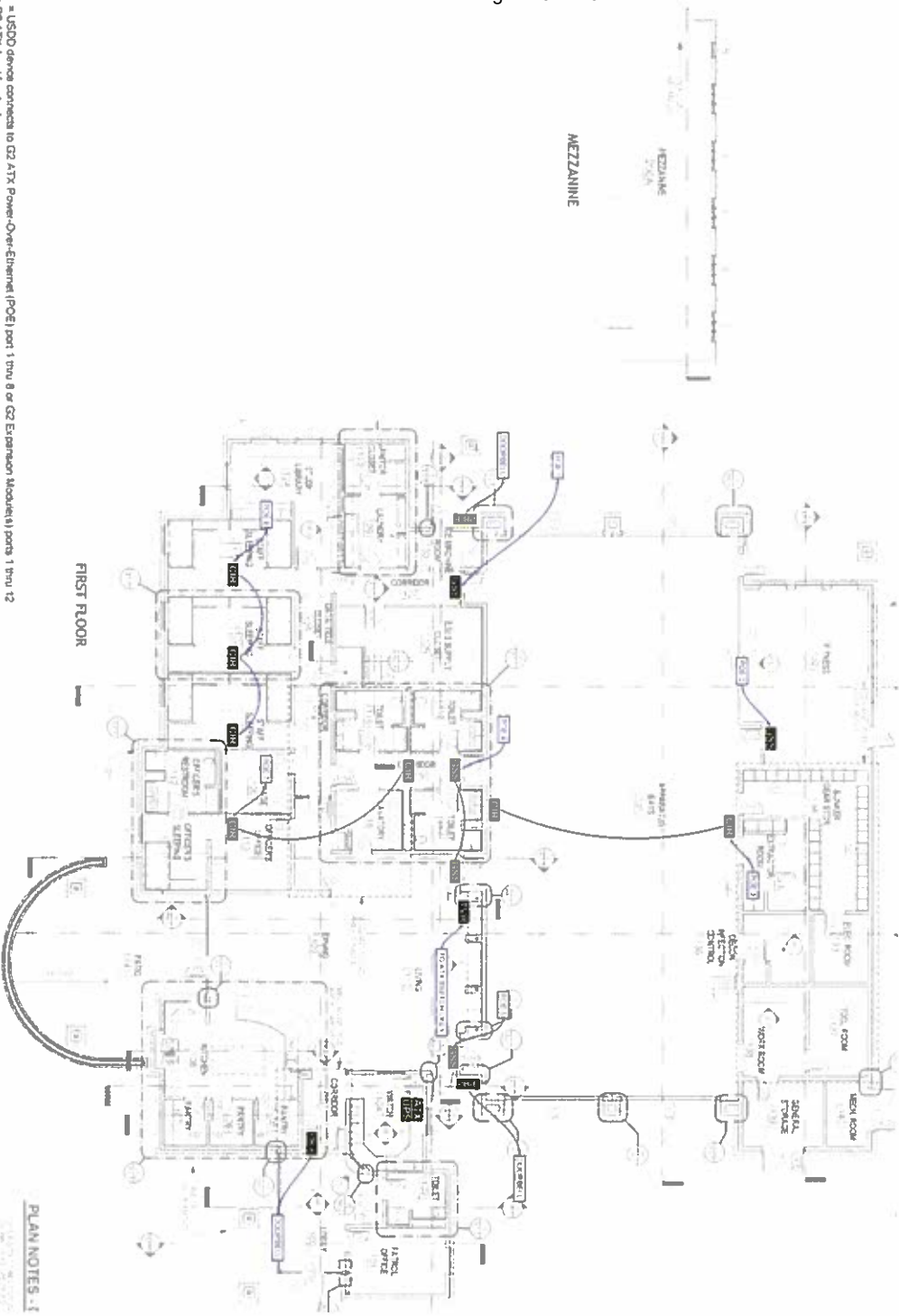
5/13/2019 1:34:25 PM

project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 3
filename	USDD.TX_FLWR.FS03.FSA.DWG
date	13-May-2019



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. PHONIC GX 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 FROM ATX STATION CONTROLLER OR NO REMOTE (IF APPLICABLE)
 4. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR PLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED



FIRST FLOOR

MEZZANINE

PLAN NOTES: 1

SYMBOL	DESCRIPTION
1	US DIGITAL DESIGNS
2	US DIGITAL DESIGNS
3	US DIGITAL DESIGNS
4	US DIGITAL DESIGNS
5	US DIGITAL DESIGNS
6	US DIGITAL DESIGNS
7	US DIGITAL DESIGNS
8	US DIGITAL DESIGNS
9	US DIGITAL DESIGNS
10	US DIGITAL DESIGNS
11	US DIGITAL DESIGNS
12	US DIGITAL DESIGNS
13	US DIGITAL DESIGNS
14	US DIGITAL DESIGNS
15	US DIGITAL DESIGNS
16	US DIGITAL DESIGNS
17	US DIGITAL DESIGNS
18	US DIGITAL DESIGNS
19	US DIGITAL DESIGNS
20	US DIGITAL DESIGNS
21	US DIGITAL DESIGNS
22	US DIGITAL DESIGNS
23	US DIGITAL DESIGNS
24	US DIGITAL DESIGNS
25	US DIGITAL DESIGNS
26	US DIGITAL DESIGNS
27	US DIGITAL DESIGNS
28	US DIGITAL DESIGNS
29	US DIGITAL DESIGNS
30	US DIGITAL DESIGNS
31	US DIGITAL DESIGNS
32	US DIGITAL DESIGNS
33	US DIGITAL DESIGNS
34	US DIGITAL DESIGNS
35	US DIGITAL DESIGNS
36	US DIGITAL DESIGNS
37	US DIGITAL DESIGNS
38	US DIGITAL DESIGNS
39	US DIGITAL DESIGNS
40	US DIGITAL DESIGNS
41	US DIGITAL DESIGNS
42	US DIGITAL DESIGNS
43	US DIGITAL DESIGNS
44	US DIGITAL DESIGNS
45	US DIGITAL DESIGNS
46	US DIGITAL DESIGNS
47	US DIGITAL DESIGNS
48	US DIGITAL DESIGNS
49	US DIGITAL DESIGNS
50	US DIGITAL DESIGNS
51	US DIGITAL DESIGNS
52	US DIGITAL DESIGNS
53	US DIGITAL DESIGNS
54	US DIGITAL DESIGNS
55	US DIGITAL DESIGNS
56	US DIGITAL DESIGNS
57	US DIGITAL DESIGNS
58	US DIGITAL DESIGNS
59	US DIGITAL DESIGNS
60	US DIGITAL DESIGNS
61	US DIGITAL DESIGNS
62	US DIGITAL DESIGNS
63	US DIGITAL DESIGNS
64	US DIGITAL DESIGNS
65	US DIGITAL DESIGNS
66	US DIGITAL DESIGNS
67	US DIGITAL DESIGNS
68	US DIGITAL DESIGNS
69	US DIGITAL DESIGNS
70	US DIGITAL DESIGNS
71	US DIGITAL DESIGNS
72	US DIGITAL DESIGNS
73	US DIGITAL DESIGNS
74	US DIGITAL DESIGNS
75	US DIGITAL DESIGNS
76	US DIGITAL DESIGNS
77	US DIGITAL DESIGNS
78	US DIGITAL DESIGNS
79	US DIGITAL DESIGNS
80	US DIGITAL DESIGNS
81	US DIGITAL DESIGNS
82	US DIGITAL DESIGNS
83	US DIGITAL DESIGNS
84	US DIGITAL DESIGNS
85	US DIGITAL DESIGNS
86	US DIGITAL DESIGNS
87	US DIGITAL DESIGNS
88	US DIGITAL DESIGNS
89	US DIGITAL DESIGNS
90	US DIGITAL DESIGNS
91	US DIGITAL DESIGNS
92	US DIGITAL DESIGNS
93	US DIGITAL DESIGNS
94	US DIGITAL DESIGNS
95	US DIGITAL DESIGNS
96	US DIGITAL DESIGNS
97	US DIGITAL DESIGNS
98	US DIGITAL DESIGNS
99	US DIGITAL DESIGNS
100	US DIGITAL DESIGNS

THIS DOCUMENT CONTAINS
 US DIGITAL DESIGNS
 AND
 INFORMATION WHICH IS
 THE EXCLUSIVE PROPERTY
 OF US DIGITAL DESIGNS
 INC. REPRODUCTION
 DISTRIBUTION OR USE BY
 OTHERS IN WHOLE OR IN
 PART WITHOUT THE WRITTEN
 AUTHORIZATION FROM US
 DIGITAL DESIGNS, INC.

5/13/2019 1:34:52 PM

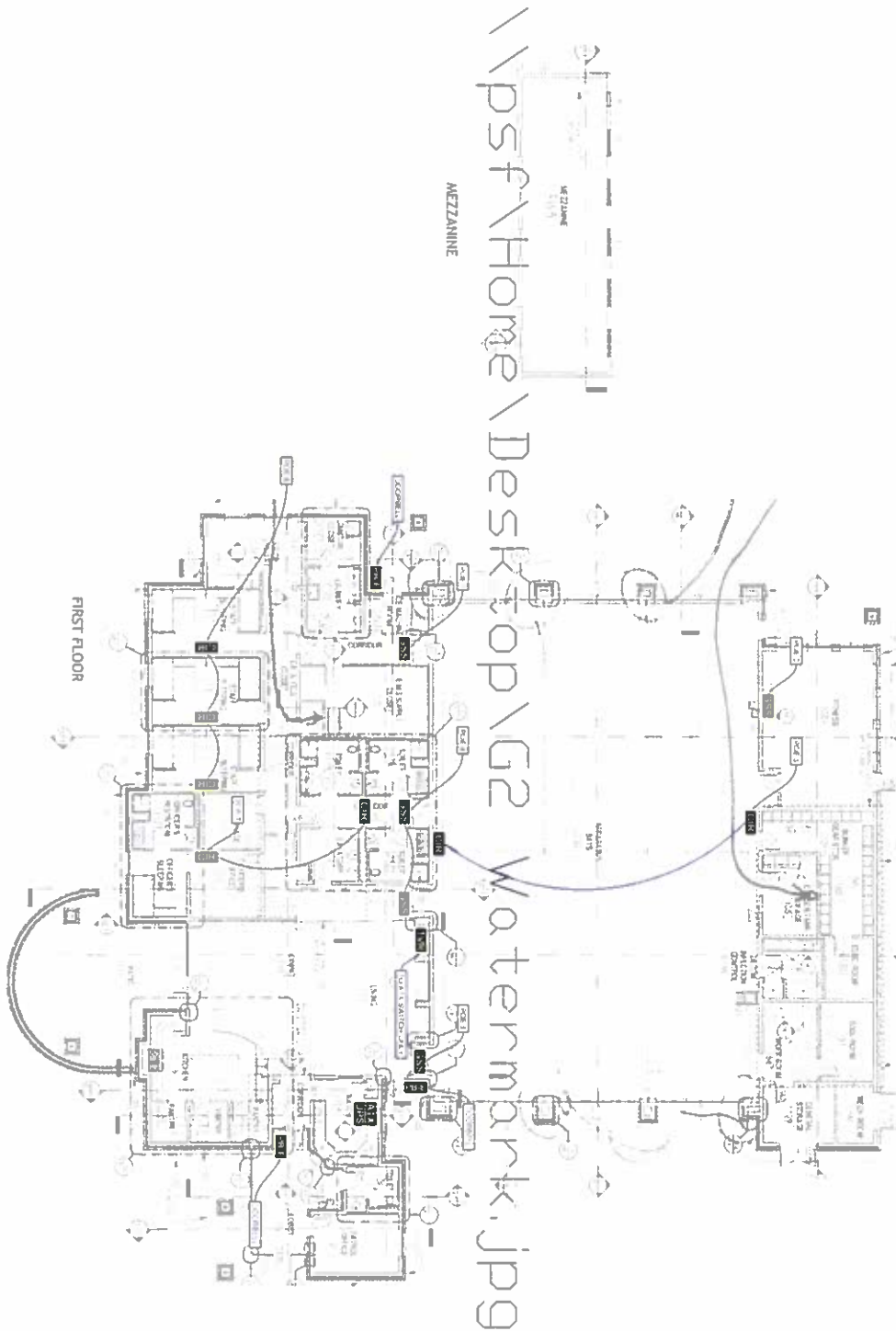
project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 4
filename	USDD.TX_FLWR.F504.F5A.DWG
date	13-May-2019
PD	design by



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 DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
 4. PROVIDE 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 PROVIDE 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.

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



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 S1
5	G2 US G2 US1
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 S1
5	G2 US G2 US1
6	FROM EXISTING BLOCK
7	G2 ROOM MOUNT 1
8	G2 ROOM MOUNT 2
9	G2 ROOM MOUNT 3
10	G2 ROOM MOUNT 4
11	G2 ROOM MOUNT 5
12	G2 ROOM MOUNT 6
13	G2 ROOM MOUNT 7
14	G2 ROOM MOUNT 8
15	G2 ROOM MOUNT 9
16	G2 ROOM MOUNT 10
17	G2 ROOM MOUNT 11
18	G2 ROOM MOUNT 12
19	G2 ROOM MOUNT 13
20	G2 ROOM MOUNT 14
21	G2 ROOM MOUNT 15
22	G2 ROOM MOUNT 16
23	G2 ROOM MOUNT 17
24	G2 ROOM MOUNT 18
25	G2 ROOM MOUNT 19
26	G2 ROOM MOUNT 20
27	G2 ROOM MOUNT 21
28	G2 ROOM MOUNT 22
29	G2 ROOM MOUNT 23
30	G2 ROOM MOUNT 24
31	G2 ROOM MOUNT 25
32	G2 ROOM MOUNT 26
33	G2 ROOM MOUNT 27
34	G2 ROOM MOUNT 28
35	G2 ROOM MOUNT 29
36	G2 ROOM MOUNT 30
37	G2 ROOM MOUNT 31
38	G2 ROOM MOUNT 32
39	G2 ROOM MOUNT 33
40	G2 ROOM MOUNT 34
41	G2 ROOM MOUNT 35
42	G2 ROOM MOUNT 36
43	G2 ROOM MOUNT 37
44	G2 ROOM MOUNT 38
45	G2 ROOM MOUNT 39
46	G2 ROOM MOUNT 40
47	G2 ROOM MOUNT 41
48	G2 ROOM MOUNT 42
49	G2 ROOM MOUNT 43
50	G2 ROOM MOUNT 44
51	G2 ROOM MOUNT 45
52	G2 ROOM MOUNT 46
53	G2 ROOM MOUNT 47
54	G2 ROOM MOUNT 48
55	G2 ROOM MOUNT 49
56	G2 ROOM MOUNT 50
57	G2 ROOM MOUNT 51
58	G2 ROOM MOUNT 52
59	G2 ROOM MOUNT 53
60	G2 ROOM MOUNT 54
61	G2 ROOM MOUNT 55
62	G2 ROOM MOUNT 56
63	G2 ROOM MOUNT 57
64	G2 ROOM MOUNT 58
65	G2 ROOM MOUNT 59
66	G2 ROOM MOUNT 60
67	G2 ROOM MOUNT 61
68	G2 ROOM MOUNT 62
69	G2 ROOM MOUNT 63
70	G2 ROOM MOUNT 64
71	G2 ROOM MOUNT 65
72	G2 ROOM MOUNT 66
73	G2 ROOM MOUNT 67
74	G2 ROOM MOUNT 68
75	G2 ROOM MOUNT 69
76	G2 ROOM MOUNT 70
77	G2 ROOM MOUNT 71
78	G2 ROOM MOUNT 72
79	G2 ROOM MOUNT 73
80	G2 ROOM MOUNT 74
81	G2 ROOM MOUNT 75
82	G2 ROOM MOUNT 76
83	G2 ROOM MOUNT 77
84	G2 ROOM MOUNT 78
85	G2 ROOM MOUNT 79
86	G2 ROOM MOUNT 80
87	G2 ROOM MOUNT 81
88	G2 ROOM MOUNT 82
89	G2 ROOM MOUNT 83
90	G2 ROOM MOUNT 84
91	G2 ROOM MOUNT 85
92	G2 ROOM MOUNT 86
93	G2 ROOM MOUNT 87
94	G2 ROOM MOUNT 88
95	G2 ROOM MOUNT 89
96	G2 ROOM MOUNT 90
97	G2 ROOM MOUNT 91
98	G2 ROOM MOUNT 92
99	G2 ROOM MOUNT 93
100	G2 ROOM MOUNT 94
101	G2 ROOM MOUNT 95
102	G2 ROOM MOUNT 96
103	G2 ROOM MOUNT 97
104	G2 ROOM MOUNT 98
105	G2 ROOM MOUNT 99
106	G2 ROOM MOUNT 100

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION WHICH IS THE EXCLUSIVE PROPERTY OF US DIGITAL DESIGNS, INC. REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT OR ANY PART IS NOT PERMITTED WITHOUT THE WRITTEN AUTHORIZATION FROM US DIGITAL DESIGNS, INC.

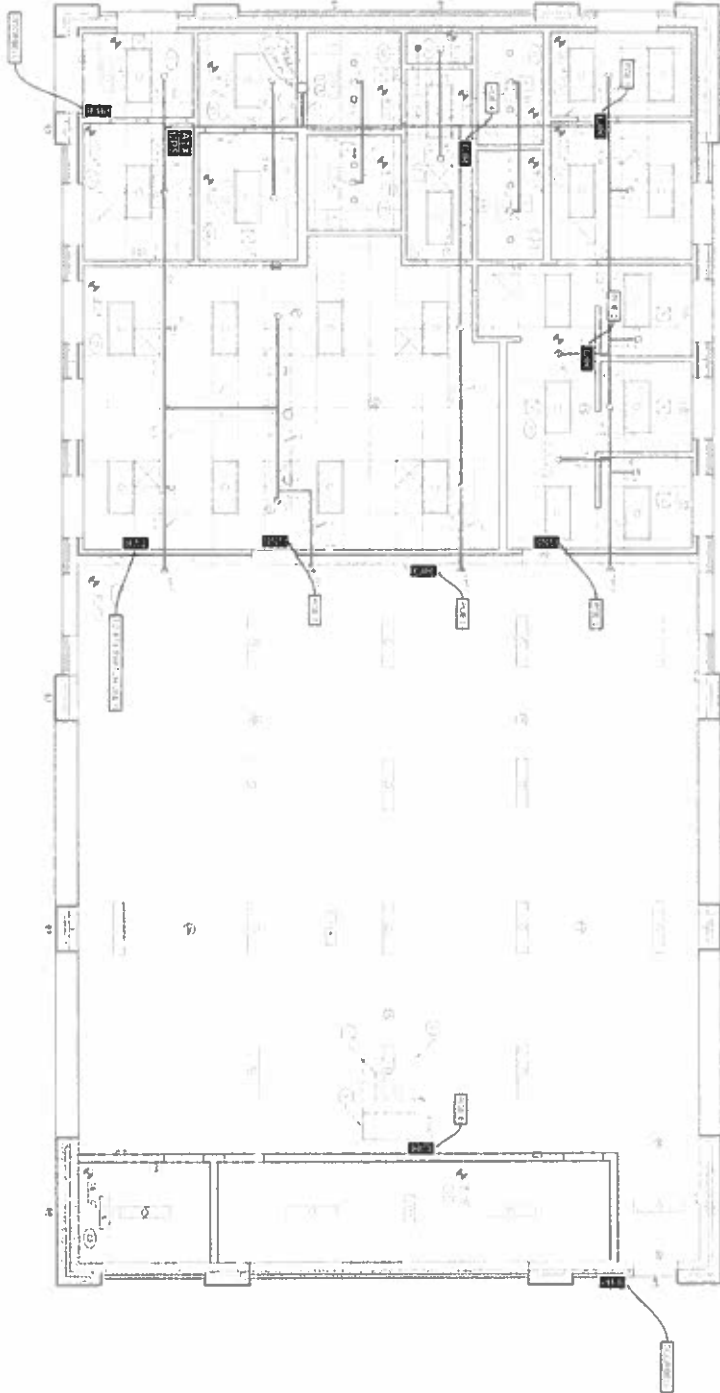
5/13/2019 1:36:12 PM

project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 5
filename	USDD.TX_FLWR.F505.FSA.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 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'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 BACTUP.
 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.



SYMBOL	DESCRIPTION
1	US DIGITAL DESIGNS
2	US DIGITAL DESIGNS
3	US DIGITAL DESIGNS
4	US DIGITAL DESIGNS
5	US DIGITAL DESIGNS
6	US DIGITAL DESIGNS
7	US DIGITAL DESIGNS
8	US DIGITAL DESIGNS
9	US DIGITAL DESIGNS
10	US DIGITAL DESIGNS
11	US DIGITAL DESIGNS
12	US DIGITAL DESIGNS
13	US DIGITAL DESIGNS
14	US DIGITAL DESIGNS
15	US DIGITAL DESIGNS
16	US DIGITAL DESIGNS
17	US DIGITAL DESIGNS
18	US DIGITAL DESIGNS
19	US DIGITAL DESIGNS
20	US DIGITAL DESIGNS
21	US DIGITAL DESIGNS
22	US DIGITAL DESIGNS
23	US DIGITAL DESIGNS
24	US DIGITAL DESIGNS
25	US DIGITAL DESIGNS
26	US DIGITAL DESIGNS
27	US DIGITAL DESIGNS
28	US DIGITAL DESIGNS
29	US DIGITAL DESIGNS
30	US DIGITAL DESIGNS
31	US DIGITAL DESIGNS
32	US DIGITAL DESIGNS
33	US DIGITAL DESIGNS
34	US DIGITAL DESIGNS
35	US DIGITAL DESIGNS
36	US DIGITAL DESIGNS
37	US DIGITAL DESIGNS
38	US DIGITAL DESIGNS
39	US DIGITAL DESIGNS
40	US DIGITAL DESIGNS
41	US DIGITAL DESIGNS
42	US DIGITAL DESIGNS
43	US DIGITAL DESIGNS
44	US DIGITAL DESIGNS
45	US DIGITAL DESIGNS
46	US DIGITAL DESIGNS
47	US DIGITAL DESIGNS
48	US DIGITAL DESIGNS
49	US DIGITAL DESIGNS
50	US DIGITAL DESIGNS
51	US DIGITAL DESIGNS
52	US DIGITAL DESIGNS
53	US DIGITAL DESIGNS
54	US DIGITAL DESIGNS
55	US DIGITAL DESIGNS
56	US DIGITAL DESIGNS
57	US DIGITAL DESIGNS
58	US DIGITAL DESIGNS
59	US DIGITAL DESIGNS
60	US DIGITAL DESIGNS
61	US DIGITAL DESIGNS
62	US DIGITAL DESIGNS
63	US DIGITAL DESIGNS
64	US DIGITAL DESIGNS
65	US DIGITAL DESIGNS
66	US DIGITAL DESIGNS
67	US DIGITAL DESIGNS
68	US DIGITAL DESIGNS
69	US DIGITAL DESIGNS
70	US DIGITAL DESIGNS
71	US DIGITAL DESIGNS
72	US DIGITAL DESIGNS
73	US DIGITAL DESIGNS
74	US DIGITAL DESIGNS
75	US DIGITAL DESIGNS
76	US DIGITAL DESIGNS
77	US DIGITAL DESIGNS
78	US DIGITAL DESIGNS
79	US DIGITAL DESIGNS
80	US DIGITAL DESIGNS
81	US DIGITAL DESIGNS
82	US DIGITAL DESIGNS
83	US DIGITAL DESIGNS
84	US DIGITAL DESIGNS
85	US DIGITAL DESIGNS
86	US DIGITAL DESIGNS
87	US DIGITAL DESIGNS
88	US DIGITAL DESIGNS
89	US DIGITAL DESIGNS
90	US DIGITAL DESIGNS
91	US DIGITAL DESIGNS
92	US DIGITAL DESIGNS
93	US DIGITAL DESIGNS
94	US DIGITAL DESIGNS
95	US DIGITAL DESIGNS
96	US DIGITAL DESIGNS
97	US DIGITAL DESIGNS
98	US DIGITAL DESIGNS
99	US DIGITAL DESIGNS
100	US DIGITAL DESIGNS

THIS DOCUMENT CONTAINS
CONFIDENTIAL AND
PROPRIETARY
INFORMATION WHICH IS
THE EXCLUSIVE PROPERTY
OF US DIGITAL DESIGNS.
NO REPRODUCTION,
DISTRIBUTION OR USE BY
OTHERS IN WHOLE OR IN
PART IS NOT PERMITTED
WITHOUT THE WRITTEN
CONSENT OF US DIGITAL
DESIGNS, INC.

5/13/2019 1:36:17 PM

project	FLOWER MOUND FIRE DEPARTMENT, TX
building	FIRE STATION 6
filename	USDD_TX_FLWR_F506_F5A.DWG
date	13-May-2019
PD	design by

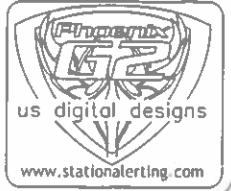


EXHIBIT C

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: Steve Dixon
 Name: STEVE DIXON
 Its: MAYOR
 Date: 9/9/2019 | 3:08 PM CDT

By: Dominic Magnoni
 DOMINIC MAGNONI, Vice President
 Date: 9/9/2019 | 2:50 PM CDT

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.



TOWN COUNCIL AGENDA ITEM NO. 7 CONSENT ITEM

DATE: February 7, 2022

FROM: Chuck Dunn, Facilities Manager

ITEM: **Consider approval of the purchase of three 2023 Ford Transit 250 Work Vans per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's Five Star Ford in the amount of \$136,973.45.**

BACKGROUND INFORMATION: The Facilities Management Department is requesting the purchase of three 2023 Ford Transit 250 work vans in the amount of \$136,973.45 through Buyboard Cooperative Contract # 601-19.

These vehicle purchases replace Unit No. 5920-11 and Unit No. 5920-12, both 2011 Ford Econoline Vans and Unit No. 56920-13, a 2012 Chevrolet Van. All units are part of the approved Fiscal Year 2021-2022 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: \$136,973.45

Proposed Expenditure/(Revenue):	Account Number(s):
\$136,973.45	565-450-84500-6130

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A.

ATTACHMENTS:

1. Fleet Manager's Bid Award Recommendation.
2. Sam Pack's Five Star Ford Quote

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



Bid Award Recommendation

Date: 12/14/2021

Description: **¾ Ton Work Van W/Interior Storage Bins, Trailer Hitch, and Ladder Rack**

Qty.: 3

Replaces: 5920-11 and 12, both 2011 Ford Econoline Vans & 5920-13, a 2012 Chevrolet Van.

Bidder: Sam Packs Five Star Ford, Kevin Moore 888-835-3389, KevinMoore@spford.com

Item: **Three - 2023 Ford Transit 250 Work Vans with Trailer Tow and HVAC Upfit To Include Shelving and Ladder Rack Package and Vehicle Options as Identified on Attached Five Star Ford Cooperative Quote "2022 OR Newer Ford Transit Cargo"**

Total Cost of Vehicles, Equipment & Installation:

\$136,973.45

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$136,973.45** utilizing the **BuyBoard Cooperative Contract # 601-19**.

Fleet Services Manager

12/14/2021

Date

Off Menu	Options limited to 25% of Published Price	Current %	39.58%	Total of D. - Off Menu Options	\$12,314.00
	Delivery Charges		10 Miles @ \$1.49/mile		\$ 14.90
	Floorplan Expense		30 Days	\$6.54 Per Diem	\$ 196.29
	Lot Insurance Expense		30 Days	\$6.54 Per Diem	\$ 196.29
	Manufacturer Delivery Fee				\$ 1,695.00
				Total Each	\$ 45,524.48
	Quantity Ordered	3	X F =		\$ 136,573.45
	Administrative Fee				\$ 400.00
	Trade In Allowance - Non-Equipment debits and credits				\$ -
	TOTAL PURCHASE PRICE INCLUDING ADMIN FEE				\$136,973.45



TOWN COUNCIL AGENDA ITEM NO. 8 CONSENT ITEM

DATE: February 7, 2022

FROM: Paul Henley, Fire Chief *PH*

ITEM: Consider approval of an agreement with the City of Fort Worth to provide fire suppression, emergency medical services, hazardous materials response and other emergency and non-emergency services when requested in the City or Town and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: Neighboring fire departments often enter into mutual aid agreements to augment emergency response resources at major incidents or to gain emergency response efficiencies in areas where adjacent jurisdiction resources are in close proximity. An interlocal agreement between the City of Fort Worth (Fort Worth) and the Town of Flower Mound Fire Department (Flower Mound) will allow for this sharing of resources.

Under this agreement, Fort Worth and Flower Mound may be called to assist with working structure fires, emergency medical incidents, grass fire incidents, and certain hazardous material or technical rescue situations. These calls for assistance are subject to the availability of personnel and equipment for both Fort Worth and Flower Mound and the areas are identified in Exhibit 1.

This mutual aid agreement will be beneficial to all citizens as it will ensure the quickest response time in an emergency.

FISCAL IMPACT: N/A

LEGAL REVIEW: Lindsey Hale of Taylor, Olson, Adkins, Sralla, & Elam L.L.P., has reviewed the agreement as to form and legality.

ATTACHMENTS:

1. Interlocal Agreement - Town of Flower Mound and City of Fort Worth

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

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF FLOWER MOUND AND THE CITY OF FORT WORTH
FOR MUTUAL FIRE AID AND FIRE PROTECTION SERVICES**

THIS INTERLOCAL Agreement for Mutual Fire Aid and Fire Protection Services ("Agreement") is entered into by and between the City of Fort Worth, a home rule municipality in the State of Texas ("Fort Worth"), acting by and through Valerie Washington, its duly authorized Assistant City Manager, and the Town of Flower Mound, a home rule municipality in the State of Texas ("Flower Mound"), acting by and through Derek France, its duly authorized Mayor. Fort Worth and Flower Mound may be referred to individually as the "Party", "Responding Party" or "Requesting Party" and collectively as the "Parties" throughout this Agreement.

WHEREAS, the Texas Government Code, Chapter 791, the "Interlocal Cooperation Act," authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the Texas Government Code Section 791.006 specifically authorizes interlocal agreements for fire aid and services; and

WHEREAS, the governmental entities that are Parties to this Agreement desire to enter into an agreement concerning mutual aid fire services on an as requested basis; and

WHEREAS, each Party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that Party; and

WHEREAS, each Party finds that the performance of this Agreement is in the common interest of both Parties, that the undertaking will benefit the public interest and that the division of costs fairly compensates the performing Party for the services or functions under this Agreement.

NOW, THEREFORE, for the mutual promises and consideration set forth herein, the Parties agree as follows:

I. Services to be Performed.

The services to be performed under this Agreement are as listed in Attachment "A", which is attached hereto and incorporated by reference. The services performed shall be subject to the Operating Provisions in Attachment "B", which is attached hereto and incorporated by reference. The Party requesting automatic or mutual aid is referred to as the "Requesting Party" while the Party responding to the other Party's request for automatic or mutual aid is referred to as the "Responding Party" throughout this Agreement.

II. Costs Reimbursed.

The Requesting Party agrees to reimburse the Responding Party for actual costs other than ordinary operating costs incurred in performance pursuant to this Agreement. "Ordinary operating costs" shall mean those costs incurred in the scope of performing normal fire suppression duties, including but not limited to fuel, mechanical wear and tear, personal protective equipment, emergency medical supplies, and employee wages and benefits; provided, however, that special fire suppression methods are not an ordinary operating cost.

Reimbursement of actual costs to the Responding Party shall be made on an incident-by-incident basis and shall be made upon the submission of an invoice by the Responding Party to the Requesting Party. Notwithstanding the above, each Party shall be responsible for all costs associated with its own equipment, including damage and breakage.

III. Term of Agreement and Termination.

The term of this Agreement shall be for one year beginning upon the execution by both Parties and shall automatically renew for additional one-year terms. Either Party may terminate this Agreement, with or without cause, upon providing the other Party with sixty (60) days written notice.

IV. Liability.

In providing fire protection services pursuant to this Agreement, each Party shall be legally responsible for the conduct of their respective employees, regardless of whether such employees are performing duties at the request of or under the authority, direction, suggestion or order of the Requesting Party. **This assignment of civil liability is specifically permitted by section 791.006(a-1) of the Texas Government Code ("Code") and is intended to be different than the liability otherwise assigned under section 791.006(a) of the Code.** Each Party hereby waives all claims against the other Party for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

Neither Party shall be reimbursed by the other Party for costs incurred pursuant to this Agreement, except as set forth in Section II of this Agreement. Personnel who are assigned, designated, or ordered by their employer to perform duties pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation, benefits and rights for the performance of such duties, including injury, death or Worker's Compensation benefits, as though the performance was rendered directly to his or her regular employer.

All wage and disability payments, pension payments, damage to equipment and clothing, medical expenses, travel expenses, including food and lodging, or any benefits

or payments to which an employee is entitled shall be paid by the employee's regular employer.

All equipment used by the Responding Party to carry out this Agreement shall, during a Party's response to a request for service, be owned, leased, or rented by the Responding Party. All employees responding to a Party's request for service shall remain employees of the Responding Party during performance pursuant to this Agreement, for all purposes.

At all times while equipment and personnel of the Responding Party are traveling to, from, or within the geographical limits of the normal response area of the Requesting Party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Responding Party. Further, such personnel shall be deemed to be engaged in a governmental function of their regular employer.

Nothing herein shall be construed to be a waiver of immunity by either Party under Chapter 101 of the Texas Civil Practice and Remedies Code, the "Tort Claims Act".

V. Independent Contractor.

In performing the duties under this Agreement, each Party is acting as an independent contractor, and not as an agent, representative, servant or employee of the other Party. Subject to the terms of this Agreement, each Party shall have the right to control the details of its performance hereunder.

VI. Notice.

Unless otherwise provided, all notices required or permitted by this Agreement shall be made to the following addresses:

City of Fort Worth
City Manager's Office
Attn: Assistant City Manager - Fire
200 Texas Street
Fort Worth, Texas 76102

With a copy to:

City of Fort Worth City Attorney's Office
200 Texas Street
Fort Worth, Texas 76102

Town of Flower Mound
Attn: Town Secretary's Office

2121 Cross Timbers Road
Flower Mound, Texas 75028

With a copy to:
Flower Mound Fire Department
Attn: Division Chief/Administration Brandon Barth
3911 South Broadway Ave.
Flower Mound, Texas 75028

VII. Payments.

Any and all payments arising under this Agreement for the performance of governmental functions or services must be made from current revenues available to the paying Party.

VIII. Compliance.

Each Party shall comply with all Federal, State and City statutes, ordinances and regulations applicable to the performance of the services under this Agreement.

IX. Entire Agreement.

This document embodies the entire agreement and understanding between the Parties. There are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

X. Amendments.

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing, signed by both Parties and approved by the governing body of each Party.

XI. Waiver.

No waiver of performance by either Party shall be construed or operate as a waiver of any subsequent default of any terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

XII. Governing Law and Venue.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas — Fort Worth Division. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XIII. Successors and Assigns.

Neither Party shall assign, sublet or transfer its interest herein without the prior written consent of the other Party. Any attempted assignment, sublease or transfer of all or any part hereof without such prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of Fort Worth and Flower Mound, their respective successors and permitted assigns.

XIV. No Third-Party Beneficiaries.

The provisions and conditions of this Agreement are solely for the benefit of Fort Worth and Flower Mound, and any lawful successor or assign, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

XV. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

XVI. Force Majeure.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such Party was delayed.

XVII. Contract Construction.

The Parties acknowledge that each Party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

XVIII. Captions.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

XIX. Right to Audit.

Flower Mound agrees that Fort Worth has the right to audit the financial and business records of Flower Mound that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Flower Mound shall make all Records available to Fort Worth at 2121 Cross Timbers Road, Flower Mound, Texas 75028 following reasonable advance notice by Fort Worth and shall otherwise cooperate fully with Fort Worth during any audit.

Fort Worth agrees that Flower Mound has the right to audit the financial and business records of Fort Worth that relate to the services provided (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement and for three (3) years thereafter, Fort Worth shall make all Records available to Flower Mound at 200 Texas Street, Fort Worth, Texas following reasonable advance notice by Flower Mound and shall otherwise cooperate fully with Flower Mound during any audit.

Notwithstanding anything to the contrary herein, this Section XIX shall survive expiration or termination of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Executed this _____ day of _____, 2022.

ATTEST:

CITY OF FORT WORTH

Ronald Gonzales
Acting City Secretary

By: _____
Valerie Washington
Assistant City Manager

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney - Christopher Austria
M&C: 22-0034
1295: N/A

Date: _____

ATTEST:

TOWN OF FLOWER MOUND

Theresa Scott
Town Secretary

By: _____
Derek France
Mayor

Date: _____

ATTACHMENT "A"

MUTUAL AID RESPONSE

A. Response by Flower Mound:

1. Calls for assistance during "working" structure fires shall be given on an "as needed basis" by Flower Mound and shall include one engine staffed with a minimum of 3 firefighters. All such responses by Flower Mound are subject to the availability of Flower Mound personnel and equipment.
2. Flower Mound shall respond with fire engine/and or brush unit upon a Fort Worth request for assistance during fires. All such responses by Flower Mound are subject to the availability of Flower Mound personnel and equipment.
3. The boundary of the response area shall be in those areas of Fort Worth in the map attached to this Agreement as Exhibit "1".
4. Flower Mound shall respond to Fort Worth requests for assistance during emergency medical incidents on an "as needed basis" and shall include one Advanced Life Support engine/truck. All such responses by Flower Mound are subject to the availability of Flower Mound personnel and equipment.

B. Response by Fort Worth:

1. Fort Worth response to Flower Mound requests for assistance shall be limited to Flower Mound Town limits.
2. Fort Worth shall respond to Flower Mound requests for assistance during "working" structure fires on an "as needed basis," yet shall not exceed a normal one-alarm assignment as described by the Fort Worth Fire Department. All such responses by Fort Worth are subject to the availability of Fort Worth personnel and equipment.
3. Fort Worth shall respond to a Flower Mound request for assistance that requires "specialized" training, including a: Hazard materials team, swift water/underwater rescue team, high/low angle rescue team, trench rescue team, and heavy rescue team.
4. Fort Worth response to a Flower Mound request for assistance during emergency medical incidents shall be given on an "as needed basis" by Fort Worth and shall include one engine/quint. All such

responses by Fort Worth are subject to the availability of Fort Worth personnel and equipment.

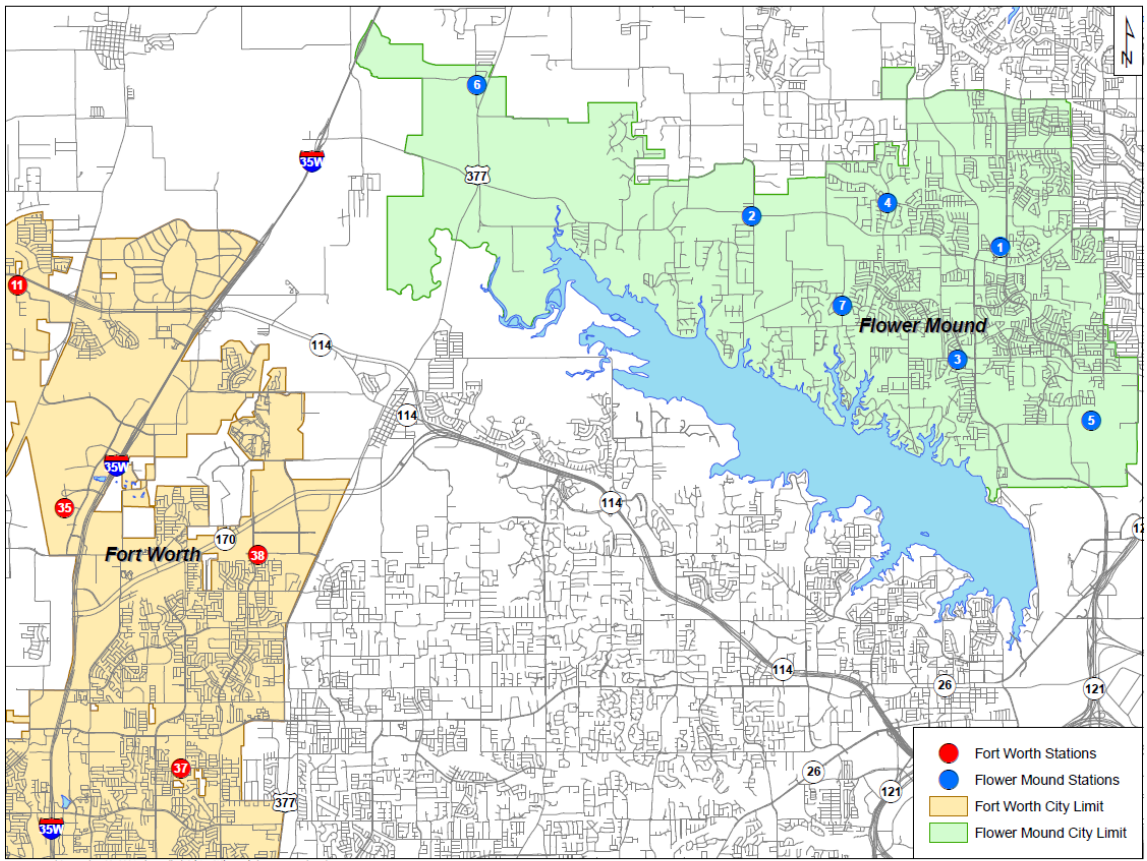
ATTACHMENT "B"

OPERATING PROVISIONS

- I. Any dispatch of equipment and personnel pursuant to this Agreement, by either Party, is subject to the following conditions:
 - A. A Party's request for aid shall include a statement of the amount and type of equipment and number of personnel that are needed, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the Responding Party. The Parties shall provide a fire company staffed by certified firefighters as certified by the Texas Commission on Fire Protection.
 - B. In areas where common jurisdictional boundaries exist, it is conceivable that accurate determination of jurisdiction may not be possible upon receipt of an alarm. In such cases, both Parties deem that it is appropriate and in the best interest of the public for the Party receiving the alarm to dispatch its forces and to notify the any other affected entities of the alarm. The Responding Party will respond, if able to, as conditioned by this Agreement.
 - C. In the event that the Responding Party is unable to respond to the Requesting Party's request for assistance, the fire chief or designee of the Responding Party shall immediately notify the fire department of the Requesting Party that no response can be provided.
 - D. Personnel from the fire department of the Responding Party shall report to the officer in charge of the Requesting Party at the location to which the equipment is dispatched and shall be subject to the orders of that official. At all times, the ultimate control and responsibility of the personnel from the Responding Party shall remain with the highest ranking fire officer from the Responding Party at the scene. The Command Post will be staffed by representatives from both Parties so that a "Unified Command" is established.
 - E. Personnel from the fire department of the Responding Party shall be released by the officer in charge of the Requesting Party when the services of the Responding party are needed within the area for which it normally provides fire protection services.
 - F. A working accountability system in accordance with NFPA guidelines shall be established at every incident.

- G. The departments shall conduct a minimum of one joint training session and/or exercise annually.
- II. All equipment used by the Responding Party's fire department in carrying out this Agreement will, at the time of performance hereunder, be owned, leased or rented by the Responding Party.

EXHIBIT 1





TOWN COUNCIL AGENDA ITEM NO. 9 CONSENT ITEM

DATE: February 7, 2022

FROM: Paul Henley, Fire Chief 

ITEM: Consider approval of a resolution recognizing the Flower Mound Fire Department's Fire Prevention Division (Fire Marshal's Office) as a Law Enforcement Agency.

BACKGROUND INFORMATION: The Flower Mound Fire Marshal's Office has been recognized by Texas Commission On Law Enforcement as a law enforcement agency since October 01, 1981. The Fire Marshal's Office currently employs four sworn licensed peace officers. These four sworn peace officer's duties include conducting complete and thorough criminal investigations including the offense of Arson. These investigations can and do result in arresting individuals where probable cause exists.

FISCAL IMPACT: N/A

Finance Review by: N/A

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

ATTACHMENTS:

1. Resolution – Fire Prevention Office

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

Attachment 1

TOWN OF FLOWER MOUND, TEXAS

RESOLUTION NO. -

**A RESOLUTION OF THE TOWN OF FLOWER MOUND, TEXAS,
RECOGNIZING THE FLOWER MOUND FIRE DEPARTMENT'S FIRE
PREVENTION DIVISION (FIRE MARSHAL'S OFFICE) AS A LAW
ENFORCEMENT AGENCY.**

WHEREAS, the Flower Mound Fire Department's Fire Prevention Division ("Fire Marshal's Office") has been recognized by Texas Commission On Law Enforcement as a law enforcement agency since October 01, 1981; and,

WHEREAS, the Town Council desires to recognize the Fire Marshal's Office as a law enforcement agency.

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

SECTION 1

The Flower Mound Fire Marshal's Office has been recognized by Texas Commission On Law Enforcement as a law enforcement agency since October 01, 1981. The Fire Marshal's Office currently employs four sworn licensed peace officers. These four sworn peace officer's duties include conducting complete and thorough criminal investigations including the offense of Arson. These investigations can and do result in arresting individuals where probable cause exists. Therefore, the Town Council recognizes the Flower Mound Fire Marshal's Office as a law enforcement agency for the Town of Flower Mound.

SECTION 2

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF _____, ON THIS 7TH DAY OF FEBRUARY, 2022.

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY



TOWN COUNCIL AGENDA ITEM NO. 10

CONSENT ITEM

DATE: February 7, 2022

FROM: David Bauer, Construction Manager

ITEM: Consider approval of Change Order No. 3 for trail adjustments for the Canyon Falls Park project, amending the contract with MSB Contractors, Inc., to provide for an increase to the contract in the amount of \$23,225.60; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: On September 30, 2020, bids were received for the project. We received a total of 12 bids of which 6 bids were verified and determined responsive. The six responsive bids were tabulated, and the lowest qualified bidder was MSB Contractors, Inc., with a base bid of \$2,574,800.00 and is the lowest responsible, responsive bidder. The selected Bid Alternates totaling \$51,196.00 are within the construction budget for this project were awarded for a total award amount of \$2,625,996.00. The bid options upgrade the pavilion roof, upgrade the retaining wall veneer at basketball court to stone, and add a radial bench at splash pad. The construction budget is \$3,000,000.00.

Change Order No. 1 provided for installing a storm drain with a stone clad headwall at the entry drive and upgrading the pavilion sub-roof to tongue & groove. The change order increased the contract amount from \$2,625,996.00 to \$2,700,001.38. This change order was approved by Council on August 23, 2021.

Change Order No. 2 added zero dollars and additional time to the project for weather related delays last year. This change order was approved by the Interim Town Manager on November 3, 2021.

Change Order No. 3 provides for long trail adjustments recommended by the Towns Environmental Review Analyst to avoid impacting trees deemed worthy of saving around this trail section. Additional fill and concrete will be required to facilitate this action.

ALTERNATIVES/OPTIONS: Council has the option to approve or deny this item. If denied, the trail section would not be constructed.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):
\$23,225.60	310-320-90701-6210

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$ 3,150,000. Funding sources are:

- Other \$ 500,000
- Dedicated Sales Tax \$ 150,000
- Park Development \$ 2,500,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1.Change Order No. 3

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

CHANGE ORDER

Effective Date: Effective on the date of execution by the Mayor

Owner: Town of Flower Mound

Contractor: MSB Constructors, Inc.
103 Oak Grove Lane
Boyd, Texas 76023

Project: Canyon Falls Park

CHANGE ORDER NO. 3

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Bid Item No.	Description	Add/ Deduct	Quantity	Unit	Price	Extended Amount
CO3-1	Additional Earthwork for Adjusting Alignment of Trail Saving Trees and Meeting ADA Requirements	ADD	1.00	LS	\$23,225.60	\$23,225.60
						\$23,225.60

Original Contract Price

Change Order No. 1

Change Order No. 2

Change Order No. 3

Revised Contract Price

\$2,625,996.00

\$74,005.38

\$0.00

\$23,225.60

\$2,723,226.98

Bid Item No. JUSTIFICATION

CO3-1 Excavate, Scarify, Moisture Condition and Compact Additional Fill Required to Bring 575 Feet of Trail to Necessary to make ADA Grade.

Original Substantial Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Revised Substantial Completion Days

180

30

75

4

289

Original Final Completion Days

Change Order No. 1 Additional Days

Change Order No. 2 Additional Days

Change Order No. 3 Additional Days

Revised Final Completion Days

240

30

75

4

349

Recommended

David Bauer
Construction Manager

Date

1-24-22

Contractor

Date

Contractor Title

Approved

Derek France
Mayor

Date



TOWN COUNCIL AGENDA ITEM NO. 11

CONSENT ITEM

DATE: February 7, 2022

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement with Parkhill | Schrickel Rollins for design services associated with the Flower Mound Retaining Wall Project in the amount of \$48,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Flower Mound retaining wall, monument, and dedication plaque was originally constructed in 2003 when Flower Mound Road was widened by TxDOT. In 2009, the wall was resurfaced with a more appealing stone, however the inner wall that supports the laminated stone started failing over time and has been identified as a safety concern.

The project shall include, but not be limited to the following program elements: Graphic Representation of Wall options for selection by Owner and construction documents including, demolition, earthwork, wall replacement, planting replacements, sidewalk replacement, storm drainage, and irrigation. Program elements may be limited or omitted to meet the proposed construction budget of \$300,000.00.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Council has the option to approve or deny this item. If denied, the design and replacement of the wall would not take place.

FISCAL IMPACT: \$48,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$48,000.00	505-220-70595-6070

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$ 300,000. Funding sources are:

- Decision Package \$ 300,000

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

PROFESSIONAL SERVICES AGREEMENT WITH
Parkhill | Schrickel Rollins

This contract is entered into on this 7th day of February, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **., Parkhill | Schrickel Rollins** ("hereinafter referred to as "CONSULTANT") whose address is 255 North Center Street, Suite 100
Arlington, Texas 76011

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Flower Mound Retaining Wall Project; and

WHEREAS, CONSULTANT is a is an architectural, engineering, professional planning, urban design, or landscape architecture firm qualified to provide such services qualified to provide such services and is willing to undertake the performance of such services for the TOWN in exchange for fees hereinafter specified;

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II. **Scope of Services**

CONSULTANT shall perform such services as are necessary to provide the Flower Mound Retaining Wall Project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. **Payment for Services**

Total payment for services described herein shall be a sum not to exceed Forty-Eight Thousand and No/100 Dollars (\$48,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for actual services performed and reimbursable expenses incurred by CONSULTANT during the previous month for which payment is sought. Each invoice shall be itemized to show the amount of work performed that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the

billing rate for each such person, and a brief summary of the work or testing performed by each such person. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

Town of Flower Mound
2121 Cross Timbers Road

Flower Mound, TX 75028
Email: purchasing@flower-mound.com

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;

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

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

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

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

IX.

Right to Inspect Records

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

If TOWN agrees that CONSULTANT may retain any subcontractors, CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that TOWN shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subcontractor involving transactions to the subcontract, and further, that TOWN shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in

compliance with the provisions of the paragraph. TOWN shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

THE PROVISIONS OF THIS SECTION ARE SUBJECT TO THE LIMITATIONS OF TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOVERNMENT CODE SECTION 271.904 WILL STILL NAME TOWN AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY

NEGLIGENT OMISSION, ACT, OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT; AND, CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B)

XIII.

Independent Contractor

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

XIV.

Default

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

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

- (a) Specific performance of the Contract;

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or

its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.

Notice Information

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

David Bauer, Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

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

Victor W. Baxter, R.L.A., ASLA
Director of Business Development
for Landscape Architecture
255 North Center Street, Suite 100
Arlington, Texas 76011
817-649-3216 Telephone

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

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal

laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (TOWN and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship

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

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Parkhill | Schrickel Rollins

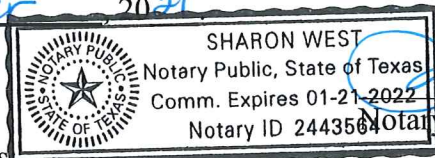
By: 
Name: Victor Baxter, R.L.A., ASLA.
Title: Director of Business Development for
Landscape Architecture

Date Signed: December 20, 2021

State of Texas §
 §
County of Tarrant §

This instrument was acknowledged before me on the 20th day of December, 2021, by Victor Baxter in his capacity as Director of Business Development for Landscape Architecture, of Parkhill | Schrickel Rollins, a private Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of **Parkhill | Schrickel Rollins**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th
DAY OF December, 2021



My Commission Expires

01-21-2022


Notary Public, State of Texas



December 06, 2021

Mr. David Bauer
Town of Flower Mound Engineering Service
2121 Cross Timbers Road
Flower Mound, 75028

Re: Professional Services Proposal for
Town of Flower Mound Wall Renovation

Dear Mr. Bauer:

Thank you for the opportunity to submit a proposal for Parkhill, Inc. (A/E) and to work with the Town of Flower Mound (Owner) on the Town of Flower Mound Wall Renovation Project. The following outlines our understanding of the Project and the Scope of Services we propose to provide for your Project.

PROJECT DESCRIPTION

Scope of work to include Landscape Architectural, Engineering, for the design of the retaining wall replacement and the other areas adjacent that could be affected by the replacement of the wall located near the intersection of Town View Blvd and Flower Mound Rd.

The project shall include, but not be limited to the following program elements: Graphic Representation of Wall options for selection by Owner and Construction Documents including - Demolition, Earthwork, Wall replacement, Planting replacement from behind wall, Sidewalk replacement, Storm Drainage, and Irrigation. Program elements may be limited or omitted in order to meet the proposed construction budget noted below.

The total budget for the Wall Replacement project is \$350,000 of which the proposed construction budget is \$300,000 after soft cost consisting of survey, geotechnical, AE design fees, Owner's Contingency, etc.

SCOPE OF SERVICES

The A/E will provide the following Basic Services:

PREDESIGN PHASE-

TOPOGRAPHIC SURVEY

The A/E will provide a topographic survey for preparation of the Construction Documents. The survey will provide a minimum contour interval of one foot, show the existing facilities, nearby utilities, adjacent parking /drive aisles, adjacent streets, and other miscellaneous items. This survey will comply with standard Town of Flower Mound requirements.

Deliverables: Digital Files (AutoCAD & PDF) of the topographic survey.

X:\PENDING PROJECTS\Arch_Pursuing_Pending\LA_PP03LSCP.05\3580 Town of Flower Mound-Wall
Renovations\00_ADMIN\00_CONTR\01_FINAL\DRAFT\2021-12-06 Flower Mound Wall Renovation - Fee
Proposal(DRAFT).docm

GEOTECHNICAL INVESTIGATION & REPORT

The A/E will secure the services of an independent geotechnical engineering company to investigate the engineering properties of the soils and to make recommendations on the design of the wall foundation(s), paving.

Deliverables: Digital File (PDF) of the geotechnical report.

DESIGN DEVELOPMENT PHASE-

The Owner has established the construction budget and desired program elements for the complex. This phase of development will serve as a continuation of that effort offering a deeper exploration into the details of the site design and begin the exploration of the project's architectural character. The A/E will develop a graphic that displays three (3) wall options for the Town's use in determining a certain architectural aesthetic. This graphic will be printable on a 24x36 for display.

Deliverables: (24x36) Graphic Display Submittal, Opinion of Probable Construction Cost, and Meetings with City Staff (as necessary)

CONSTRUCTION DOCUMENT PHASE-

Based on the Owner approved design development documents the A/E will further develop the plans, coordinate the various elements and systems, develop construction details, and prepare the material/technical specifications setting forth in detail the requirements for construction of the project. The A/E will meet all applicable Town of Flower Mound design and construction standards, coordinate plans with Town Departments, meet all state regulations, and submit construction documents to the Owner for development review.

Deliverables: 50% CD Design Review Submittal, 95% CD Design Review Submittal, Issue for Bid Construction Documents, Project Manual (Front End Documents & Technical Specifications), updated Opinion of Probable Construction Cost, and Meetings with City Staff (as necessary)

BIDDING & NEGOTIATION PHASE-

The A/E will provide/perform the following services during the Bidding & Negotiation Phase: Answer questions from Bidders and prepare addenda as necessary, review substitution requests from the contractor(s).

CONSTRUCTION ADMINISTRATION PHASE-

The A/E will provide/perform the following services during the Construction Administration Phase: Site observation visits appropriate to the stage and quality of the contractor's work in progress in order to ascertain that the Work is in general conformance with the Construction Documents and design intent, provide on-site coordination meetings to discuss strategy/problem areas/required coordination, review of shop drawings and other submittal information for the purpose of ascertaining conformance with the design intent and Construction Documents, provide responses to requests for information (RFI) or clarifications, assist the Owner in conducting the substantial completion and final completion observations, and assist the Owner with closeout procedures.

The Owner will conduct end-of-the-month on-site meetings to review pay applications and the project's construction progress.

The A/E will not be responsible for the contractor's means, methods, techniques, sequences/procedures of construction, or the safety precautions and programs incident hereto. The A/E will not be responsible for the contractor's failure to perform or furnish the work in accordance with the Construction Documents. The A/E will not be responsible for any delays in the execution of the Work caused by the contractor.

RECORD DRAWINGS-

The A/E will transfer information provided by the contractor on his mark-ups/As-Built drawings after construction is complete to digital files (AutoCAD/REVIT & PDF) and provide to the Owner for their records.

EXCLUSIONS-

The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:

- Additional meetings other than the meetings listed
- Irrigation Design
- Fees for permits and advertising
- Storm Water Pollution Prevention Plan (SWPPP)
- Preparation of Plats or Boundary Survey documents
- Traffic Engineering Reports or Studies
- Hydraulics and hydrology, flood studies or floodplain reclamation plans
- Full-time or otherwise frequent and detailed inspection of the Contractor's Works in Progress

ITEMS AND SERVICES TO BE PROVIDED BY THE TOWN

The City will provide the following services to the A/E in the performance of the project upon request.

- Existing data the Town has on file concerning the project, if available
- As-Built plans for existing facilities and/or utilities, if available
- Assist the A/E in obtaining any required data and information from local utility companies, as necessary
- Give prompt written notice to A/E whenever Town observes or otherwise becomes aware of any development that affects the scope or timing of the A/E's services
- Advertisement of all public meetings and provision of meeting facilities

FEE PROPOSAL**BASIC SERVICES**

Compensation for the Basic Services rendered by the A/E shall be a lump sum of Thirty-Five Thousand Dollars (\$35,000.00) plus a design contingency allowance and reimbursable expenses. This fee is based upon the project description and budget stated above, should the project scope/budget increase by more than five percent (5%) then the fee will be adjusted equitably.

The Basic Services fee shall be invoiced monthly based on the percent of work completed. Monthly progress payments for Architectural Services will be distributed by phases as follows:

Design Phase	Percentage
Pre-Design Phase	30%
Design Development Phase	15%
Construction Documents Phase	35%
Bidding or Negotiations Phase	5%
Construction Administration Phase	10%
Record Drawings	5%
Total Basic Compensation	100%

DESIGN CONTINGENCY An allowance for the Owner's use in the event that Additional Services or otherwise unforeseen Basic Services beyond those listed in the Scope of Services would be needed for the benefit of the project (i.e. Public Meetings, Site Plan Submittals, etc.). This allowance will be entirely controlled by the Owner and its use will be authorized only in writing as an amendment to the Architectural/Engineering Services Contract prior to performance of the services. The design contingency shall be invoiced to a Not-To-Exceed Allowance of \$10,000.00. This amount shall not be exceeded without prior written approval of the Director of Parks & Recreation, Assistant City Manager, or City Manager.

REIMBURSABLE EXPENSES Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage / shipping, reproductions / copies, color plots / prints, accessibility review and inspection fees, reproduction of Contract Documents, and reports. The reimbursable expenses shall be invoiced to a Not-To-Exceed Allowance of \$3,000.00. This amount shall not be exceeded without prior written approval of the Director of Parks & Recreation, Assistant City Manager, or City Manager.

Again, it is a pleasure for Parkhill to have this opportunity to continue to be of service to you as you strive to build community in Flower Mound. We look forward to being a part of the exciting days ahead!

Please do not hesitate to call me at (817) 797-6154 if you have any questions.

Sincerely,

PARKHILL, INC.

By 
Victor Baxter, Director of Business Development
for Landscape Architecture

Town of Flower Mound

Accepted By SEE PSA SIGNATURE BLOCK

Title _____

Date _____

VWB/cw



TOWN COUNCIL AGENDA ITEM NO. 12

CONSENT ITEM

DATE: February 7, 2022

FROM: Blake Hummel, Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Jones & Carter, Inc., for the design phase services associated with the Sunrise Circle Wastewater Connection project, in the amount of \$40,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The Sunrise Circle Wastewater Connection project includes the extension of sanitary sewer from the Western Pump Station north into the Sunrise Circle Addition and will currently end at the northeast bend of Sunrise Circle (~1,100 ft). Sanitary sewer services shall be established for existing lots fronting the extension within the Sunrise Circle Addition and the sanitary sewer main will end such to allow for property owners future extension down Sunrise Circle.

The scope of the Professional Services Agreement includes the preparation of design survey, design plans, contract specifications and record drawings.

The engineer's opinion of probable cost is \$450,000.00. Construction is estimated to begin in FY2022-2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: The decision to not approve the proposed Professional Services Agreement for design would leave the existing Sunrise Circle Addition without access to a sanitary sewer connection.

FISCAL IMPACT: \$40,000.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$40,000.00	630-970-98704-6070

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$ 1,270,000. Funding sources are:

- Other \$ 150,000
- Utility Debt \$1,120,000

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

ATTACHMENTS:

1. Professional Service Agreement with Jones & Carter, Inc.

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
JONES & CARTER, INC.**

This contract is entered into on this 7th day of February, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Jones & Carter Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 2805 Dallas Parkway, Suite 600, Plano, TX 75093.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Sunrise Circle Wastewater Connection project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Sunrise Circle Wastewater Connection project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Work" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Forty Thousand and No/100 Dollars (\$40,000.00). This total payment for services includes CONSULTANT's ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the

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

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

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

VII.
Ownership of Documents

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

VIII.
Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate. The coverage under this policy shall include a contractual liability endorsement.

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

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

1. The TOWN shall be named as an additional insured on the Commercial General Liability policy, by using endorsement CG2026 or broader;
2. The TOWN shall also be named as an additional insured as to all other applicable coverage save and except the Worker's Compensation Insurance and Professional Liability Insurance;

3. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to TOWN by certified mail to:

Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX.

Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

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

Blake Hummel, P.E.
Senior Project Engineer
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6301 Telephone

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

Mark Holliday, P.E.
Vice President
Jones & Carter, Inc.
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
972-488-3880 Telephone
mholliday@jonescarter.com

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXV.
Remedies

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

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.

No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____

The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Jones & Carter, Inc.

By: Mark Holliday
Name: Mark Holliday
Title: Vice President

Date Signed: 1-12-22

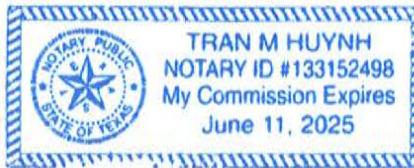
State of Texas §
 §
County of Collin §

This instrument was acknowledged before me on the 12 day of January, 2022, by Mark Holliday in his capacity as Vice President of Jones & Carter, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of Jones & Carter, Inc..

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE January DAY OF 12, 2022.

[Signature]
Notary Public, State of Texas

My Commission Expires:
June 11, 2025



I. PROJECT DESCRIPTION

This Project includes the design of approximately 1,100 Linear Feet (LF) of 8-inch and 10-inch diameter sanitary sewer within existing/proposed easements and existing rights-of-way (ROW). The proposed alignment starts at an existing sanitary sewer manhole at the southeastern corner of the Town Pump Station and continues northeast to the southeast corner of the Sunrise Circle Addition (Subdivision), continuing northwest to an existing 10-inch sanitary sewer line under Sunrise Circle (road) continuing northeast from an existing manhole on the west of Sunrise Circle (road) along Sunrise Circle (road).

In addition to design services, the Project includes survey, preparation of easement exhibits, and the preparation of record documents.

II. GENERAL REQUIREMENTS

- A.** Specific design requirements shall be obtained from the Town of Flower Mound Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the Town for approval prior to beginning design work.
- B.** Consultant shall coordinate with utility companies, Town of Flower Mound, or other known entity which has facilities within or adjacent to the Project, regarding exposure, removal, and/or relocation work necessary for implementation of the Project.
- C.** The Consultant shall submit a bi-weekly communication memo outlining, at a minimum, the work on the project which occurred the previous weeks, the work expected to be completed the following weeks, the next major project milestone, and any information needed from the Town. The memo is to be submitted via email.

III. TASK SUMMARY, BASIC SERVICES

A. Project Management and Coordination

- a. Manage the Team:
 - i. Lead, manage and direct design team activities.
 - ii. Ensure quality control is practiced in performance of the work.
 - iii. Project kickoff documentation and meetings.
 - iv. Communicate internally among team members.
 - v. Allocate team resources.
- b. Communications and Reporting:

EXHIBIT A
SCOPE OF SERVICES

- i. Attend a pre-design project kickoff meeting with Town staff to discuss design standards, schedule, risk mitigation and understand Town objectives.
- ii. Conduct virtual review meetings with the Town at the end of each design phase.
- iii. Prepare and submit monthly invoices in the format acceptable to the Town.
- iv. Prepare and submit bi-weekly communication memo.
- v. Prepare and maintain a project schedule.
- vi. Coordinate with other agencies and entities as necessary for the design of the proposed sanitary sewer line and provide and obtain information needed to prepare the design.
- vii. Town shall process and pay for any necessary permitting or encroachment agreement review fees.
- viii. Attend up to two (2) project coordination meetings (assuming 2 virtual)..

B. Conceptual Design Plans (30%)

Task includes Conceptual Design of the proposed improvements of the project.

- a. Conceptual Plan development:
 - i. Establish and document design criteria.
 - ii. Identify existing conditions in plan view, to include storm, water, sanitary sewer (all from record drawings provided by the Town), and natural ground from topographic survey.
 - iii. Identify significant design constraints.
 - iv. Establish project centerline/baseline.
 - v. Determine conceptual alignment (plan only) for the 8-inch and 10-inch sanitary sewer line.
 - vi. Connections to existing sanitary sewer lines.
 - vii. Prepare conceptual roll plot.
- b. Conceptual Design (30%) submittal to include:
 - i. List of design criteria (.pdf).
 - ii. Design roll plot (Roll plot).

C. Preliminary Design Plans (60%)

- a. Tasks to include:
 - i. Finalize horizontal and vertical layout.
 - ii. Determine horizontal and vertical clearances and conflicts.
 - iii. Finalize trenchless construction limits.
 - iv. Coordinate finalization of easement requirements.
 - v. Preliminary plan view including design notes for stationing, connection and manholes.

EXHIBIT A
SCOPE OF SERVICES

- vi. Preliminary profile including design notes for stationing, size, slope, pipe material, embedment, length, and construction method.
- b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control, quantity summary, crossing details, if applicable, and all applicable Town standard details.
- c. Compile and prepare a preliminary opinion of probable construction cost (60% design).
- d. Prepare Preliminary Project Manual, including Table of Contents, Bid Form, Special Conditions, and Technical Specifications.
- e. Preliminary design submittal (60%) to include:
 - i. Preliminary Design (60%) plan set (.pdf)
 - ii. Preliminary Project Manual (.pdf).
 - iii. Preliminary opinion of probable construction cost (.pdf).
 - iv. Updated easement exhibits (.pdf).

D. Construction Plans (100%)

- a. Sanitary Sewer
 - i. Town of Flower Mound General Notes.
 - ii. Finalize plan set and project manual.
 - iii. Finalize plan view shall include design notes for stationing, connection and manholes.
 - iv. Finalize profile including design notes for stationing, size, slope, pipe material, embedment, length, and construction method.
- b. Finalize quantity summary plan sheets.
- c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project, and applicable Town standard details.
- d. Finalize Project Manual.
- e. Final Design (100%) submittal to include:
 - i. Final Design (100%) plans (.pdf).
 - ii. Project Manual (.pdf).
 - iii. Opinion of probable construction costs (.pdf).

E. Bid Phase Services

- a. Conformed Document submittal:
 - i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
 - ii. Print up to five (5) sets of 22"x34" or 11" x 17" plans and Project Manuals for issuance at the Pre-Construction Conference.
 - iii. Package and submit CAD base files upon request.

F. Record Documents

EXHIBIT A
SCOPE OF SERVICES

- a. Consultant shall prepare construction Record Documents based on the information received from Contractor and/or Town construction inspector (.PDF, .TIFF and .DWG).

IV. TASK SUMMARY, SPECIAL SERVICES

The Special Services Tasks shall be used on an as-needed basis, at the discretion of the Town.

A. Topographic Survey

- a. Data Collection and Property Research
 - i. Gather existing right-of-way, easement, plat, and property information within the project corridor. Undocumented easements may not be identified.
 - ii. Town to provide available record drawing information for Town infrastructure and development record plans within project limits.
 - iii. Town to provide local franchise utility contact list to consultant.
 - iv. Coordinate with Texas 811 to locate and mark existing utilities prior to performing the field survey.
- b. Perform Topographic Survey: Set horizontal and vertical control. Obtain field data in and around the project area which includes:
 - i. Cross sections at 50' intervals along proposed alignment.
 - ii. Existing drainage system, including roadside ditches, culverts, storm sewers, and outfall flow lines.
 - iii. Existing sanitary sewer manholes, estimating pipe size, material and flowline.
 - iv. Visible improvements such as fences, driveways, landscape areas, etc. including detail of the existing stone wall and columns at the Pump Station property line crossing.
 - v. Visible utilities including manholes, water valves, water meters, fire hydrants, telephone pedestals, power poles, down conduits, gas line markers, utility flagging, etc.
- c. Compile above information into a base file (AutoCAD Civil 3D) to be used for design.

B. Easement Instruments of Conveyance

- a. Prepare up to an estimated two (2) easement instruments for acquisition purposes (metes and bounds description with survey graphic exhibit of easements). Easement instruments shall be paid at \$1,500 per easement.
- b. Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - i. Parcel number.

EXHIBIT A
SCOPE OF SERVICES

- ii. Area required.
- iii. Area remaining.
- iv. Legal description.
- v. Current owner.
- vi. Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
- vii. All physical features.
- viii. Metes and bounds description of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit.

V. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

A. **Additional Services not included in Scope of Services** – Town and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the Town's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- 1. Construction Staking.
- 2. Right of entry documentation and notification.
- 3. Negotiations or acquisition of required easements.
- 4. Bidding services other than Conformed Document preparation.
- 5. Construction Phase Services.
- 6. Locating existing on-site sewage facilities or existing sanitary cleanouts at dwellings.
- 7. Sanitary sewer service routing on private property. Cleanouts will be set at right-of-way line.
- 8. Design of street improvements beyond standard trench repair details.
- 9. Sanitary sewer flow, sizing or alignment studies for future extensions.
- 10. Packaging/inclusion of contract documents prepared by others for bidding & construction.

Page 185 of 262
EXHIBIT B
COMPENSATION

I. Basic Services

A. Project Management and Coordination	\$3,800.00
B. Conceptual Design Plans (30%)	\$ 3,500.00
C. Preliminary Design Plans (60%)	\$10,750.00
D. Construction Plans (100%)	\$ 9,750.00
E. Bid Phase Services	\$ 1,000.00
F. Record Documents	\$ 700.00

<i>Total Basic Services (Lump Sum)</i>	<u><u>\$ 29,500.00</u></u>
---	-----------------------------------

II. Special Services

A. Topographic Survey	\$ 7,500.00
B. Easement Instruments of Conveyance	\$ 3,000.00

<i>Total Special Services (Cost Plus, Not-To-Exceed)</i>	<u><u>\$ 10,500.00</u></u>
---	-----------------------------------

<i>Project Budget, Grand Total (Not-To-Exceed)</i>	<u><u>\$ 40,000.00</u></u>
---	-----------------------------------



TOWN COUNCIL AGENDA ITEM NO. 13

CONSENT ITEM

DATE: February 7, 2022

FROM: Dale Crown, P.E., Senior Project Engineer

ITEM: Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the Morriss Road Water Line Phase IV (Waketon to FM 407) project, in the amount of \$240,000.00; and authorization for the Mayor to execute same on behalf of the Town.

BACKGROUND INFORMATION: The project includes installation of approximately 4,900 linear feet of 30-inch water line along Morriss Road from Waketon Road to FM 407. The new 30-inch water line will replace an existing 20-inch/24-inch water line along Morriss Road within the limits of the project. The proposed water main will provide additional capacity to the Town's distribution system per the Water Master Plan. The existing line is also being replaced due to maintenance issues. The estimated cost for installation of the proposed 30-inch water line is \$3,700,000, which is scheduled for construction in Fiscal Year 2022-2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: A decision to not approve the Professional Services Agreement would result in inadequate future capacity of water transmission in the service area and would result in continued maintenance issues with an existing 20-inch/24-inch water line.

FISCAL IMPACT: \$240,000.00

Proposed Expenditure/(Revenue):

\$240,000.00

Account Number(s):

601-900-98706-6070

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

Total project cost is \$ 4,000,000. Funding sources are:

- Impact Fees \$ 2,950,000
- Utility Debt \$ 1,050,000

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

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN and ASSOCIATES, INC.**

This contract is entered into on this 7th day of February, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as “TOWN”), acting by and through its Mayor, and **Kimley-Horn and Associates, Inc.**, (“hereinafter referred to as “CONSULTANT”) whose address is 13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, TX 75240.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to surveying, design and providing construction documents for the Morriss Road Water Line Phase IV (Waketon Road to FM 407) project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Morriss Road Water Line Phase IV (Waketon Road to FM 407) project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00). This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

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

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

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

IV.

Revisions of the Scope of Services

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

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

V.

Term

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

VI.

Contract Termination Provision

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

entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

VII.

Ownership of Documents

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

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to

provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;

2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;
3. Business Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; and
4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance, which may be written on a claims made form provided that "tail coverage" or continuation coverage is provided. Limits of liability shall be \$1,000,000.00 per claim, \$1,000,000.00 annual aggregate.

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

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

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

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

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;

2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX. Right to Inspect Records

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

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

X.
Successors and Assigns

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

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

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

CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION IS THE RESULT IN PART OF TOWN'S NEGLIGENCE OR FAULT, AND CONSULTANT WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT TOWN AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS, INCLUDING PAYMENT OF TOWN'S REASONABLE ATTORNEYS' FEES. IN THE EVENT OF A CLAIM IS BROUGHT AGAINST TOWN, TOWN SHALL HAVE THE RIGHT TO RETAIN LEGAL COUNSEL OF ITS CHOOSING IN DEFENSE OF SUCH A CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.

Independent Contractor

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

XIV.

Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use

of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning TOWN, its affiliates and subsidiaries, and all oral and written information concerning TOWN or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.

Notice Information

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

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

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

Kyle Sanderson, P.E.
Kimley-Horn and Associates, Inc.
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
972-770-3033 Telephone

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

XX.

Applicable Law

The Contract is entered into subject to the Flower Mound Town Charter and ordinances of TOWN, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local

law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income.

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be

cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:

Kimley-Horn and Associates, Inc.

By: Sarah Williamson
Name: SARAH WILLIAMSON
Title: VICE PRESIDENT
Date Signed: JANUARY 13, 2022

State of Texas §
 §
County of DALLAS §

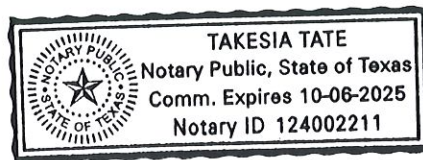
This instrument was acknowledged before me on the 13th day of JANUARY, 2022, by SARAH WILLIAMSON in his capacity as VICE PRESIDENT of KIMLEY-HORN, a N. CAROLINA Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that ~~she~~ executed the same on behalf of and as the act of VICE PRESIDENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 13th DAY OF JAN, 2022.

Takesia Tate
Notary Public, State of Texas

My Commission Expires:

10-06-25



ATTACHMENT A

SCOPE OF SERVICES

PROJECT NAME: Morriss Road Water Line Phase IV (Waketon Road to FM 407)

PROJECT UNDERSTANDING

This project includes design of a 30-inch water line along Morriss Road from Waketon Road to FM 407. The water line is needed to provide additional capacity to the Town's distribution system.

More specifically, the project will consist of the following:

- Approximately 4,900 LF of 30-inch water line (Ductile iron)
- Cathodic protection design for ductile iron pipe
- Geotechnical bore at Valley Ridge Boulevard crossing
- Approximately 150 LF of 48-inch bore/tunnel

SCOPE OF PROFESSIONAL SERVICES

TASK 1: GENERAL ITEMS AND MEETINGS

- A. Record Research - Work with Town staff to obtain all available record drawings for existing utilities along water line route. Coordinate with franchise utilities to obtain record drawings.
- B. Kick-off Meeting - Conduct kick-off meeting with the Town to confirm the goals, schedule, and deliverables for the project.
- C. 60% Design Review Meeting – Conduct meeting with Town to review 60% plans. Prepare meeting minutes following review meeting.
- D. 90% Design Review Meeting - Conduct meeting with Town to review 90% plans. Prepare meeting minutes following review meeting.
- E. Project Management – Prepare project schedule, conduct internal project meetings, prepare monthly invoices, prepare project deliverables, and coordinate with subconsultants.

TASK 2: FIELD SURVEY AND BASE MAPPING

The exact alignment will be verified during preliminary design; however, it's assumed that the majority of the water line will be located within the Morriss Road median.

Where alignment is located within the median, detailed topographic survey will be provided from median curb to median curb. Where alignment is located outside of median, detailed topographic survey will be provided for a 75-foot strip off back of curb. Detailed boundary survey is not included at locations where the proposed alignment is located within the median.

- A. Perform field survey to identify and locate existing topographic elements within the alignment corridor, consisting of the following:
 1. Property pins (when alignment is located outside of median)
 2. Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 3. Lane striping
 4. Driveways
 5. Existing storm sewer inlets, manholes, junction boxes, outfalls, and erosion control
 6. Culverts (including flowline elevations) and bridges
 7. Guardrail
 8. Utility manholes, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 9. Traffic signal poles, cabinets, and other signal equipment
 10. Signs (excluding temporary signs)
 11. Buildings
 12. Retaining walls
 13. Fence limits and material types
 14. Trees greater than 6-inch
 15. Other applicable physical features that could impact design
- B. Walk the survey and review the final topographic drawing in digital format (including one foot contours and breaklines) showing the features located in the field as well as right-of-way strip map information. Document and incorporate minor changes into the base map. Minor changes are anticipated not to require additional survey ties. If field work by a survey crew is required it shall be considered an Additional Service.
- C. Incorporate underground franchise utilities, water, wastewater, and storm lines based on available record drawings.

TASK 3: EASEMENTS

- A. Summary

The majority of the alignment is intended to be located within the median of Morriss Road; however, north of Waterford Drive, the existing 24-inch water line is currently located within the median. If adequate space is not available within the median to install the line, it is assumed that the alignment will be located in easement from Waterford Trail to FM 407.

- B. Prepare permanent and temporary easement instruments (narrative and graphic exhibits as required for proposed water improvements). Up to four (4) instruments are anticipated. One (1) easement instrument shall consist of a permanent and temporary easement.
 - 1. Easement preparation will begin after the alignment through each property has been approved by the Town. Easement preparation is anticipated to take 21 days.
- C. Individual parcel exhibits shall be on 8 ½"x11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor, shall conform to standard format provided by the Owner and shall contain the following at a minimum:
 - 1. Parcel number
 - 2. Area required
 - 3. Area remaining
 - 4. Legal description
 - 5. Current owner
 - 6. Any existing platted easements
 - 7. All physical features
- D. Deliverables
 - 1. Three (3) paper copies of field notes and exhibits, and an electronic version of the exhibits (i.e. PDF) for easements.

TASK 4: 60% WATER LINE DESIGN

- A. Design Tasks
 - 1. Prepare plan view only drawings based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal. The following sheets are anticipated:
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Water Line Plan (7 sheets assumed)
 - e. Construction Details
 - f. Erosion Control Details
 - 2. Evaluate connections to existing distribution lines along project limits.
 - 3. Evaluate connections to existing transmission lines at five locations along the project limits.
 - 4. Prepare opinion of probable construction cost (OPCC) based on preliminary design.
 - 5. Submit to the Town 60% plan view only plans and OPCC for review and comment.
- B. Design Deliverables

1. Three (3) copies of the 60% Construction Plans
2. Three (3) copies of the OPCC

C. Services provided by the Town

1. Review and comment on 60% plan view only plans and OPCC.

TASK 5: 90% WATER LINE DESIGN

A. Design Tasks

1. Prepare plan and profile sheets as necessary based on existing surface features and current design standards. Plan sheet will consist of a 22"x34" sheet at a scale of 1" = 40' horizontal and 1" = 4' vertical. The following sheets are anticipated
 - a. Cover
 - b. General Notes
 - c. Sheet Index
 - d. Sequencing and Shutdown Plan
 - e. Water Line Plan and Profile (7 sheets assumed)
 - f. Construction Details
 - g. Connection Details
 - h. Erosion Control Details
 - i. Cathodic Protection Plans and Details
2. Prepare specifications which include technical specifications for materials and installation of the proposed facilities. The contract documents shall be based upon Flower Mound Contract Documents. The NCTCOG Standard Specifications for Public Works Construction and the Town of Flower Mound's requirements for Public Works Construction will govern all other specifications.
3. Make revisions based on the Town's review of the 60% plans.
4. Prepare general traffic control notes. Detailed traffic control plans are not included in this scope of work.
5. Evaluate sequencing and shutdown requirements. Meet with Town Public Works group to discuss feasibility. Prepare detailed sequencing/shutdown plan for incorporation into plans.
6. Prepare connection details associated with the connection to the existing 20-inch and 30-inch water lines.
7. Prepare auger boring or tunnel details and specifications at Valley Ridge Boulevard roadway crossing.
8. Prepare OPCC based on 90% design.
9. Submit to the Town 90% Contract Documents and OPCC for review and comments.

B. Design Deliverables

1. Three (3) copies of the 90% Contract Documents (Plans and Specifications)
2. Three (3) copies of the OPCC for 90% submittals.

C. Services provided by the Town

1. Review and comment on 90% plans, technical specifications and OPCC.

TASK 6: 100% WATER LINE DESIGN

A. Design Tasks

1. Make revisions based on the Town's review of the 90% submittal.
2. Prepare OPCC based on final design.
3. Submit to the Town 100% complete plans, specifications and OPCC.
4. Submit final plans to appropriate regulatory agencies Texas Commission on Environmental Quality (TCEQ) for review and comments.

B. Design Deliverables

1. Three (3) copies of the 100% Contract Documents (Plans and Specifications).
2. Three (3) copies of the OPCC for 100% submittals.

TASK 7: CATHODIC PROTECTION DESIGN

A. Cathodic Protection Design

1. Evaluate existing soils and determine cathodic design requirements for ductile iron pipe.
2. Prepare plans and specifications for cathodic protection design.

B. Design Deliverables

1. PDF copies of the plans and specifications will be included in the 90% and 100% submittals.

TASK 8: GEOTECHNICAL

A. Description

1. Perform one (1) bore at tunneling location. The bore will be used to determine the general soil stratum as well as identify location of potential water table. Bore will be to a depth of approximately twenty (20) feet. Only soil logs are being developed; a geotechnical report is not included.

B. Deliverables

1. Two (2) copies of the soil boring logs.

TASK 9: BIDDING PHASE SERVICES

- A. Provide 5 sets of bidding documents and compact disc (CD) with PDFs. Additional sets of bidding documents shall be printed, only upon the Town's authorization, as Additional Professional Services. Bidding documents will be issued to potential

bidders upon payment of a non-refundable fee to cover cost of printing the documents.

- B. Review Contractor questions and issue addenda as required.
- C. Prepare specification books for execution.
- D. Deliverables
 - 1. Addenda as required
 - 2. Print and deliver to the Town up to 5 sets of bid documents
 - 3. Deliver 2 sets of specification books for execution
 - 4. CD with PDFs of bid documents
- E. Exclusions
 - 1. Conformance Drawings

TASK 10: RECORD DRAWINGS

- A. Prepare record drawings from Contractor's marks showing changes made during construction. Transfer Contractor's marks to digital format. Consultant will be provided the Contractor's revisions and shall not be responsible for verifying their completeness or accuracy.
- B. Deliverables
 - 1. One (1) CD containing record drawing in digital format (PDF & CAD).
- C. Services Provided by the Town
 - 1. Review of Contractor's marks for completeness and accuracy.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Assisting Town or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Town.
- Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- Providing additional presentations to the Town Council.
- Providing construction staking, additional platting, or other surveying services not identified in the above Scope of Services.
- Providing additional printing for bidding document distribution.
- Providing additional documentation required by the Town's legal representative during condemnation proceedings.
- Providing any easement acquisition services.
- Preparing for and facilitating neighborhood meetings.
- Attending additional public meetings during the project.
- Providing professional services associated with the construction phase of the project.
- Attending a pre bid meeting
- Preparing a bid tabulation or recommendation letter
- Reviewing Contractor's references
- Preparing detailed traffic control plans
- Perform Level A or Level B SUE.
- Any services not listed in the Scope of Services.

ATTACHMENT B**COMPENSATION**

The Consultant will provide the Scope of Services for a lump sum fee.

TASK 1 – General Items and Meetings	\$10,000
TASK 2 – Field Survey and Base Mapping	\$47,500
TASK 3 – Easements (If Necessary, \$2,750/EA)	\$11,000
TASK 4 – 60% Water Line Design	\$54,000
TASK 5 – 90% Water Line Design	\$68,000
TASK 6 – 100% Water Line Design	\$7,500
TASK 7 – Cathodic Protection Design	\$25,500
TASK 8 – Geotechnical	\$6,500
TASK 9 – Bidding Phase Services	\$3,500
TASK 10 – Record Drawings	\$6,500
<u>TOTAL</u>	<u>\$240,000</u>

Additional services will be negotiated at the time they are identified.



TOWN COUNCIL AGENDA ITEM NO. 14

REGULAR ITEM

DATE: February 7, 2022

FROM: Brian Waltenburg, P.E., Assistant Director of Engineering

ITEM: Consider approval of Amendment No. 3 to the Fiscal Year 2021-2022 Capital Improvement Program.

BACKGROUND INFORMATION: The Fiscal Year (FY) 2021-2022 Capital Improvement Program (CIP) Amendment 2, was approved by Town Council January 18, 2022. The proposed CIP Amendment No. 3, for FY 2021-2022, would increase the currently adopted General Capital budgeted expenditures from \$15,444,494 to \$15,594,494; the Utility Funds increase from \$20,378,000 to \$20,453,000.

FISCAL IMPACT:

Proposed CIP:

FY 2021-2022:	General Capital Projects	\$15,594,494
	Utility Capital Projects	\$20,453,000

Five-Year CIP Plan:	General Capital Projects	\$274,964,743
	Utility Capital Projects	\$219,836,690

Proposed Funding: Upon approval of this item, transfers will be required to adjust the project funding as shown on the attached FY 2021-2022 CIP Amendment No. 3 Change.

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Project Modification Listing
2. CIP Amendment 3 Changes
3. CIP Amendment 3

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

Project Modification Listing

Attachment 1

FY 2020-2021 - CIP Amendment 3

February 7, 2022

General Funds

Parks Project(s)

Description

FY 21-22

5 Yr CIP

Bakersfield Park - Miracle League Infield Conversion	Miracle League North Texas requested of Flower Mound, that a stand-alone baseball field (or converting an existing field) be created that removes the barriers that keep children with cognitive and physical disabilities off the baseball field, and lets them experience the joy of America's favorite pastime. Staff determined that converting the infield of an existing field would be the quickest and most cost-effective way to proceed, and Bakersfield Park, Field 11, was selected, with an estimated cost of \$150K. 4B funds will be utilized for this amendment item.	\$150,000	\$150,000
Total Park Impact		\$150,000	\$150,000
Total General Fund Impact		\$150,000	\$150,000

Utility Funds

Stormwater Project(s)

Description

FY 21-22

5 Yr CIP

Bakers Branch Stabilization at 1600 & 1612 Strait Lane	During design of the Bakers Branch creek stabilization project, it was determined that additional length of stream bank would need to be stabilized. The cost estimate for the additional length is \$75K. Utility fund project savings will be utilized for this amendment item.	\$75,000	\$75,000
Total Stormwater Impact		\$75,000	\$75,000
Total Utility Fund Impact		\$75,000	\$75,000

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	3,693,000	-	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

Page 213 of 262

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources**
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2,8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES		ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031						2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	700,000	10,722,000	-	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-		-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
FIVE YEAR CIP PLAN
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000		-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
NEW	Bakersfield Park - Miracle League Infield Conversion		150,000						150,000	150,000	8							
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000			560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000		-	8,000,000	-	-	8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000		-	5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
OLD	SUBTOTAL	\$ 12,890,000	\$ 3,625,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,660,000	\$ 26,100,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
NEW	SUBTOTAL	\$ 12,890,000	\$ 3,775,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,810,000	\$ 26,250,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
OLD	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,444,494	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$274,814,743	\$168,482,743		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000
NEW	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,594,494	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$274,964,743	\$168,632,743		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 390,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	-
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	-
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	-	755,000	-	-	-	-	-	755,000
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	-
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	-	2,160,000	500,000	0	-	2,710,000	-	550,000	-	-	-	2,160,000
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	-	7,900,000	300,000	0	-	7,600,000	-	-	-	-	-	7,600,000
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	-	18,440,000	1,750,000	0	-	18,440,000	-	-	-	-	-	18,440,000
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	-
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	-	6,110,000	-	-	-	-	-	6,110,000
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	-
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	-
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	-
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	-
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	-	350,000	2,850,000	2,850,000	-	-	-	-	-
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	-	1,500,000	-	-	-	-	-	-	-
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	-
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	-
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	-	1,260,000	88,000	0	-	1,672,000	412,000	-	-	-	-	1,260,000
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	-	6,000,000	-	-	-	-	-	6,000,000
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	-	16,450,000	-	-	-	-	-	16,450,000
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	365,000	365,000	-	-	-	-	-	-
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	-	4,010,000	-	-	-	-	-	4,010,000
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	-
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	-	620,000	-	-	620,000	-	-	-
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	-
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,550,000	-	-	-	-	-	3,900,000	3,500,000	0.1,2	-	400,000	400,000	-	-	-	-	-
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	-	1,050,000	-	1,050,000	-	-	-	-
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	-	410,000	-	-	-	-	-	410,000
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	-
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	-
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	-	1,710,000	-	1,710,000	-	-	1,710,000	-	-	-	-	1,710,000	-	-
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	1,380,000	150,000	1,230,000	-	-	-	-	-
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	-	1,230,000	1,430,000	70,000	0	1,360,000	130,000	-	-	-	-	1,230,000
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	-
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	-
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	-	5,210,000	-	-	-	-	-	5,210,000
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	-	790,000
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	-
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	-
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	-	420,000	-	-	-	-	-	420,000
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	-	1,000,000	-	-	-	-	-	-	-
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	-	300,000	780,000	780,000	-	-	-	-	-
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	-
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	-	1,350,000	-	-	-	-	-	1,350,000
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	-
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	-	1,114,000
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	-	900,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	-	600,000	250,000	50,000	50,000	50,000	50,000	50,000	-
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	-
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	-	4,650,000	-	-	-	-	-	4,650,000
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	-	4,200,000	-	-	-	-	-	4,200,000
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	-	1,410,000	-	1,410,000	-	-	-	-
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	-	1,450,000	-	-
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 30,319,405	\$ 11,942,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

- Impact Fees
- Grant and Interlocal Funds
- Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
- Escrow
- Decision Package
- Developer Agreement(s)
- Park Development Fund
- Tax Increment Reinvestment Zone (TIRZ)
- Dedicated Sales Tax
- SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
Page 218 of 262
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	STORMWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
OLD	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	50,000	-	-	-	-	-	250,000	250,000	2	-	\$ -	-	-	-	-	-
NEW	Bakers Branch Stabilization at 1600 & 1612 Strait Lane	200,000	125,000	-	-	-	-	-	325,000	325,000	2	-	\$ -	-	-	-	-	-
	Bakers Branch Stabilization at Cedar Bluff (Strait Lane)	-	-	-	-	-	75,000	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	Colonial Drive Stormwater Replacement	450,000	-	-	-	-	-	-	450,000	450,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1104 & 1108 Big Canyon Drive	175,000	-	-	200,000	-	-	-	375,000	375,000	2	-	\$ -	-	-	-	-	-
	Creek Bank Stabilization at 1540 Echo Bluff	-	-	-	-	-	75,000	-	75,000	75,000	2	-	\$ -	-	-	-	-	-
	East Waketon Road Drainage Improvements	1,210,000	-	1,670,000	200,000	-	-	-	3,080,000	1,410,000	2,4,7	-	\$ 1,670,000	-	1,670,000	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	\$ -	-	-	-	-	-
	McKamy Creek Stabilization & Drop Structure at 1900 Winding Creek Blvd	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Pecan Acres Drainage Improvements	-	-	-	-	75,000	425,000	-	500,000	500,000	2	-	\$ -	-	-	-	-	-
	Range Wood Drive Drainage Improvements	350,000	2,060,000	-	-	-	-	-	2,410,000	2,410,000	1,2	-	\$ -	-	-	-	-	-
	Shoreline Drive Drainage Improvements	50,000	-	-	-	-	-	-	50,000	50,000	2	-	\$ -	-	-	-	-	-
	Timber Creek Stabilization at Timber Creek Road (North & South Bridges)	-	-	-	-	-	-	400,000	400,000	400,000	2	-	\$ -	-	-	-	-	-
OLD	SUBTOTAL	\$ 2,535,000	\$ 2,110,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,765,000	\$ 6,095,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -
NEW	SUBTOTAL	\$ 2,535,000	\$ 2,185,000	\$ 1,670,000	\$ 400,000	\$ 225,000	\$ 425,000	\$ 400,000	\$ 7,840,000	\$ 6,170,000		\$ -	\$ 1,670,000	\$ -	\$ 1,670,000	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

Page 219 of 262

OLD	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,378,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,761,690	\$ 38,629,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000
NEW	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,453,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,836,690	\$ 38,704,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources

0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	STREET PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Aberdeen Drive Phase II (2 additional Lanes FM 2499 to 700 ft. North of Spinks) **	-	836,000	1,264,000	-	-	-	-	2,100,000	2,100,000	0,1,5	-	-	-	-	-	-	-	-
	ADA Transition Plan and Implementation **	1,448,000	150,000	150,000	150,000	150,000	150,000	-	2,198,000	463,000	2,4	1,135,000	600,000	-	150,000	150,000	150,000	150,000	-
	Bruton Orand Boulevard at FM 1171 Right Turn Lane (Northbound)	550,000	-	-	-	-	-	-	550,000	170,000	2,4	380,000	-	-	-	-	-	-	-
	Cowboy Lane **	-	-	-	-	-	-	433,337	433,337	193,337	3	-	240,000	-	-	-	-	-	240,000
	Denton Creek Boulevard (I-35W to FM 1171) **	-	-	4,323,000	-	-	-	22,392,000	26,715,000	24,201,000	0	-	2,514,000	-	2,514,000	-	-	-	-
	Denton Creek Boulevard Bridge (Graham Branch crossing) **	310,000	-	6,747,000	-	-	-	-	7,057,000	1,650,000	0,1	-	5,407,000	-	5,407,000	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	FM 1171 at FM 2499 Westbound Right Turn Lane **	308,331	-	-	-	-	-	-	308,331	308,331	7	-	-	-	-	-	-	-	-
	FM 2499 at FM 3040 Intersection Improvements **	450,000	2,550,000	-	-	-	-	-	3,000,000	3,000,000	0,2	-	-	-	-	-	-	-	-
	FM 2499 at FM 407 Intersection Improvements **	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-	-
	FM 2499 at Waketon Road Intersection Improvements **	1,900,000	-	-	-	-	-	-	1,900,000	1,300,000	7,8	600,000	-	-	-	-	-	-	-
	FM 2499 Roadway, Traffic Signal, and Drainage **	8,200,000	-	-	-	-	-	-	8,200,000	7,000,000	1	1,200,000	-	-	-	-	-	-	-
	Garden Ridge Road Through Lane (at FM 3040) **	610,000	-	-	-	-	-	-	610,000	610,000	0,4	-	-	-	-	-	-	-	-
	Greenway Rural Arterial Connector 1 (US 377 to FM 1171) **	-	-	-	-	-	-	22,005,000	22,005,000	11,005,000	0	-	11,000,000	-	-	-	-	-	11,000,000
	Kirkpatrick Lane Phase III (South of FM 1171) **	-	-	800,000	7,918,000	-	-	-	8,718,000	5,025,000	0,1	-	3,693,000	-	3,693,000	-	-	-	-
	Lakeside Parkway Capacity Improvements **	-	-	540,000	8,000,000	-	-	-	8,540,000	8,540,000	0,1,3	-	-	-	-	-	-	-	-
	Lusk Lane / Red Rock Lane East-West Connector	-	-	-	-	-	-	14,401,000	14,401,000	2,300,000	0,2	-	12,101,000	-	-	-	-	-	12,101,000
	Peters Colony Road Roundabout **	1,110,000	-	-	-	-	-	-	1,110,000	1,110,000	2,4	-	-	-	-	-	-	-	-
	Retaining Wall at the Mound	-	300,000	-	-	-	-	-	300,000	300,000	4	-	-	-	-	-	-	-	-
	Rippy Road (Waketon to FM 2499)**	5,350,000	-	-	-	-	-	-	5,350,000	4,931,000	2,4,7	419,000	-	-	-	-	-	-	-
	Roadway Amenities	773,083	90,000	90,000	90,000	90,000	90,000	-	1,223,083	758,083	2,4	105,000	360,000	-	90,000	90,000	90,000	90,000	-
	Rural Connector (Dunham Road to Greenway Rural Arterial Connector 1)	-	-	-	-	-	-	9,933,000	9,933,000	4,000,000	0	-	5,933,000	-	-	-	-	-	5,933,000
	Shiloh Road Improvements (North of FM 1171) **	-	-	505,000	-	-	-	6,100,000	6,605,000	505,000	1	-	6,100,000	-	-	-	-	-	6,100,000
	Sidewalk Links **	1,411,000	150,000	-	-	-	-	-	1,561,000	1,561,000	2,4	-	-	-	-	-	-	-	-
	Stonecrest Road (FM 1171 to Canyon Falls Boulevard)	-	-	8,574,000	-	-	-	-	8,574,000	74,000	0	-	8,500,000	-	-	-	-	-	8,500,000
	Street Light Improvements	230,000	115,000	-	-	-	-	-	345,000	345,000	4	-	-	-	-	-	-	-	-
	Urban Collector Loop (Stonecrest Road to FM 1171)	-	-	-	-	-	-	15,572,000	15,572,000	8,572,000	0	-	7,000,000	-	-	-	-	-	7,000,000
	Urban Minor Arterial with Bike Lane 1 (US 377 to Denton Creek Boulevard)	-	-	-	-	-	-	4,444,000	4,444,000	2,444,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	Urban Minor Arterial with Bike Lane 2 (Denton Creek Boulevard to West Town Limit)	-	-	-	-	-	-	3,512,000	3,512,000	1,512,000	0	-	2,000,000	-	-	-	-	-	2,000,000
	US 377 Overpass at FM 1171 (Rock Cladding)	350,000	-	-	-	-	-	-	350,000	350,000	4	-	-	-	-	-	-	-	-
	Waketon Road **	8,466,905	-	-	-	-	-	-	8,466,905	8,236,905	1,3,5,7	230,000	-	-	-	-	-	-	-
	Waketon/College Connector **	-	-	-	-	-	-	1,353,000	1,353,000	553,000	0	-	800,000	-	-	-	-	-	800,000
	Walsingham Drive (Scenic / Flower Mound Road Connector)	-	2,000,000	-	-	-	-	-	2,000,000	2,000,000	0,2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 31,517,319	\$ 6,491,000	\$ 22,993,000	\$ 16,158,000	\$ 240,000	\$ 240,000	\$ 100,145,337	\$ 177,784,656	\$ 105,467,656		\$ 4,069,000	\$ 68,248,000	\$ -	\$ 8,161,000	\$ 3,933,000	\$ 240,000	\$ 240,000	\$ 55,674,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	SIGNAL PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Bruton Orand Boulevard at Kenwood Drive **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Bruton Orand Boulevard at Quail Run Road**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	College Parkway at Timber Creek **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	FM 1171 at Canyon Falls Drive **	-	450,000	-	-	-	-	-	450,000	450,000	0,1	-	-	-	-	-	-	-
	FM 2499 at Northshore Boulevard **	-	-	400,000	-	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Forest Vista Drive **	-	375,000	-	-	-	-	-	375,000	375,000	0,1	-	-	-	-	-	-	-
	Garden Ridge Boulevard at Kirkpatrick Lane **	-	-	400,000	-	-	-	-	400,000	400,000	0,4	-	-	-	-	-	-	-
	Gerault Road at Old Gerault Road **	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Lakeside Parkway at Silveron Boulevard **	-	-	-	-	-	-	400,000	400,000	400,000	0,4,5	-	-	-	-	-	-	-
	Morriss Road at Eaton **	-	-	-	400,000	-	-	-	400,000	400,000	4	-	-	-	-	-	-	-
	Peters Colony Road at Churchill Drive**	-	-	-	-	-	-	400,000	400,000	400,000	0,4	-	-	-	-	-	-	-
	Signal Rehabilitation - FM2499 at Firewheel Drive	-	200,000	-	-	-	-	-	200,000	200,000	4	-	-	-	-	-	-	-
	Traffic Detection Rehabilitation **	900,000	150,000	150,000	150,000	150,000	150,000	-	1,650,000	425,000	2,4	625,000	600,000	-	150,000	150,000	150,000	150,000
	Traffic Signal Preemption Upgrade	-	-	-	-	-	-	350,000	350,000	350,000	4	-	-	-	-	-	-	-
	US 377 at Canyon Falls Drive **	730,000	-	-	-	-	-	-	730,000	730,000	0,1,2,4,9	-	-	-	-	-	-	-
	SUBTOTAL	\$ 1,630,000	\$ 1,175,000	\$ 950,000	\$ 550,000	\$ 150,000	\$ 150,000	\$ 2,750,000	\$ 7,355,000	\$ 6,130,000		\$ 625,000	\$ 600,000	\$ -	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources**
0. Impact Fees
1. Grant and Interlocal Funds
2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
3. Escrow
4. Decision Package
5. Developer Agreement(s)
6. Park Development Fund
7. Tax Increment Reinvestment Zone (TIRZ)
8. Dedicated Sales Tax
9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	STREET RECONSTRUCTION PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	Blue Ridge Trail Reconstruction (Branchwood Trail to Country Meadows Drive)	1,010,000	-	-	-	-	-	-	1,010,000	1,010,000	8	-	-	-	-	-	-	-
	Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Drive)	1,880,000	-	-	-	-	-	-	1,880,000	1,880,000	8	-	-	-	-	-	-	-
	Edgefield Trail Reconstruction (Wood Creek Drive to Timber Valley Drive)	1,410,000	-	-	-	-	-	-	1,410,000	1,410,000	8	-	-	-	-	-	-	-
	Flower Mound Road Reconstruction Phase II (Old Settlers Road to Bruton Orand Boulevard) **	-	-	-	-	-	-	2,344,000	2,344,000	2,344,000	8	-	-	-	-	-	-	-
	Forest Vista Drive Reconstruction Phase II (Morriss Road to Chancellor Drive) **	2,735,000	-	-	-	-	-	-	2,735,000	2,735,000	8	-	-	-	-	-	-	-
	Grady Court Reconstruction (Homestead Street to Cul-de-sac)	675,000	-	-	-	-	-	-	675,000	675,000	8	-	-	-	-	-	-	-
	Lakeside Parkway Panel Replacements (FM 2499 to Town Limits)	-	-	2,500,000	-	-	-	-	2,500,000	2,500,000	8	-	-	-	-	-	-	-
	Lopo Road Reconstruction	-	940,000	-	-	-	-	-	940,000	940,000	8	-	-	-	-	-	-	-
	Marcus Drive Reconstruction (Christy Court to Colony Street)	-	-	-	-	-	1,170,000	-	1,170,000	1,170,000	8	-	-	-	-	-	-	-
	Melody Court Reconstruction	-	300,000	-	-	-	-	-	300,000	300,000	2	-	-	-	-	-	-	-
	Old Gerault Road Reconstruction	370,000	300,000	-	-	-	-	1,200,000	1,870,000	670,000	2,8	1,200,000	-	-	-	-	-	1,200,000
	Pavement Analysis	150,000	-	-	-	-	-	-	150,000	150,000	8	-	-	-	-	-	-	-
	Timber Creek Road at College Parkway Intersection Reconstruction **	-	600,000	-	-	-	-	-	600,000	600,000	2,8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase II (5000 Timbercreek Road to Homestead Street) **	-	-	250,000	2,000,000	-	-	-	2,250,000	2,250,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase III (Homestead Street to Kirkpatrick Lane) **	-	-	-	300,000	2,925,000	-	-	3,225,000	3,225,000	8	-	-	-	-	-	-	-
	Timber Creek Road Reconstruction Phase IV (Timber Creek Bridge to Eaton) **	-	-	-	-	-	-	3,600,000	3,600,000	3,600,000	8	-	-	-	-	-	-	-
	Wood Creek Circle Reconstruction (Wood Creek Drive to Cul-de-Sac) **	500,000	-	-	-	-	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 8,730,000	\$ 2,140,000	\$ 2,750,000	\$ 2,300,000	\$ 2,925,000	\$ 1,170,000	\$ 7,144,000	\$ 27,159,000	\$ 25,959,000		\$ -	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

Page 223 of 262

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	FACILITY PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031					2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
	Fire Station No. 6 and Apparatus (West Flower Mound) **	-	-	-	-	-	-	11,422,000	11,422,000	-		-	11,422,000	-	700,000	10,722,000	-	-	-
	Fire Station No. 7 and Apparatus (Wichita Trail) **	7,770,000	-	-	-	-	-	-	7,770,000	1,250,000	4	6,520,000	-	-		-	-	-	-
	Gibson-Grant Historic Cabin Restoration **	1,650,593	-	-	-	-	-	-	1,650,593	1,562,593	1,2	88,000	-	-	-	-	-	-	-
	Joint Fire Training Facility	-	2,013,494	-	-	-	-	-	2,013,494	2,013,494	1,2	-	-	-	-		-	-	-
	SUBTOTAL	\$ 9,420,593	\$ 2,013,494	\$ -	\$ -	\$ -	\$ -	\$ 11,422,000	\$ 22,856,087	\$ 4,826,087		\$ 6,608,000	\$ 11,422,000	\$ -	\$ 700,000	\$ 10,722,000	\$ -	\$ -	\$ -

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	PARK PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE					
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031
	2020-21 Playground Replacements (Grand Park- Pavilion, Picnic tables, Grill, Trash, Grass Volleyball w/ Irrigation) **	350,000		-	-	-	-	-	350,000	350,000	8	-	-	-	-	-	-	-
	2021-22 Playground Replacements (Peacock Park) **	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	2022-23 Playground Replacements (Cortadera, Wilkerson, Possum) **	-	-	750,000	-	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2023-24 Playground Replacements (Northshore, Jakes Hilltop, Rustic Timbers) **	-	-	-	750,000	-	-	-	750,000	750,000	8	-	-	-	-	-	-	-
	2024-25 Playground Replacements (Thrush & Westchester) **	-	-	-	-	500,000	-	-	500,000	500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase I	-	-	1,500,000	-	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park Improvements Phase II	-	-	-	1,500,000	-	-	-	1,500,000	1,500,000	8	-	-	-	-	-	-	-
	Bakersfield Park - Miracle League Infield Conversion		150,000						150,000	150,000	8							
	Canyon Falls Park	3,150,000	-	-	-	-	-	-	3,150,000	3,150,000	2,6,8	-	-	-	-	-	-	-
	Chinn Chapel (Design Fees, ADA, drainage, & fence improvements, landscaping)	-	650,000	-	-	-	-	-	650,000	650,000	8	-	-	-	-	-	-	-
	Colony Park Improvements (Renovate basketball pad & practice infield, trail improvements, trees, irrigation)	-	-	-	-	-	250,000	-	250,000	250,000	8	-	-	-	-	-	-	-
	Dixon Park Improvements (add Pavilion, & Amenities)	-	-	100,000	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Ranch Master Plan	-	100,000	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Dunham Master Design	-	-	560,000	-	-	-	-	560,000			560,000	-	560,000	-	-	-	-
	Dunham Ranch Construction	-	-	-	8,000,000	-	-	-	8,000,000		-	8,000,000	-		8,000,000	-	-	-
	Gerault Park Improvements - Renovate MP fields, Pavilion Update, add electricity, new grills, trash receptacles, picnic tables **	-	450,000	-	-	-	-	-	450,000	450,000	8	-	-	-	-	-	-	-
	Gerault Park,- Retro fit Ballfield and area lighting to LED	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000	8	-	-	-	-	-	-	-
	Glenwick Park Upgrade (LED Lighting for Baseball/Tennis, Landscaping, and Irrigation)	-	250,000	-	-	-	-	-	250,000	250,000	8	-	-	-	-	-	-	-
	Heritage Park Improvements - Utilities, lighting improvements; outdoor fitness sytem; Upgrade surface at Fort Wildflower Playground; Shade over playground; security lighting at playground and fitness equipment; Life Floor safety surfacing at splashpad	700,000	-	-	-	-	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Hound Mound Parking and Restroom **	810,000	50,000	-	-	-	-	-	860,000	860,000	2,6	-	-	-	-	-	-	-
	Individual Park Improvements (Bluebonnet) **	-	-	-	-	100,000	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Individual Park Improvements (Resurface playgrounds at Culwell, Shadow Ridge, Prairie Creek, Lone Tree & Colony)	-	550,000	-	-	-	-	-	550,000	550,000	8	-	-	-	-	-	-	-
	Leonard & Helen Johns Park - ADA accessibility, Upgrade Tennis Court LED Lighting & Controls, Landscaping**	-	225,000	-	-	-	-	-	225,000	225,000	8	-	-	-	-	-	-	-
	Park and Trail Amenities	660,000	50,000	50,000	50,000	50,000	50,000	-	910,000	910,000	6,8	-	-	-	-	-	-	-
	Parks & Recreation Master Plan	-	-	-	-	-	300,000	-	300,000	300,000	6,8	-	-	-	-	-	-	-
	Parker Square Park - Lifecycle replacement of amenities	-	-	-	-	50,000	-	-	50,000	50,000	6,8	-	-	-	-	-	-	-
	Peters Colony Memorial Park	2,955,000	-	-	-	-	-	-	2,955,000	2,955,000	1,2,6,8	-	-	-	-	-	-	-
	Pink Evening Primrose Trail Connection (Bridge & Trail, from Gaston Park to Timber Trails Park)	915,000	-	-	-	-	-	-	915,000	915,000	1,6,7	-	-	-	-	-	-	-
	Post Oak Park Improvements - signage (wayfinding & Interpretive), trail improvements, remove shallow stock pond, playground additions, add restroom, LED lighting in parking area	-	-	-	-	700,000	-	-	700,000	700,000	8	-	-	-	-	-	-	-
	Prairie Trail Park Master Plan	-	-	-	-	-	60,000	-	60,000	60,000	8	-	-	-	-	-	-	-
	Rheudasil Park Improvements	2,900,000	-	-	-	-	-	-	2,900,000	2,900,000	6,8	-	-	-	-	-	-	-
	Spring Lake Park Improvements- Drainage/sidewalk repairs, landscaping, adult fitness, site amenities, replace gazebo, lighting upgrades**	-	-	-	275,000	-	-	-	275,000	275,000	8	-	-	-	-	-	-	-
	Spring Meadow Park Improvements - looped trail; pavilion w picnic tabels, grill, trash cans; trees and Irrigation	-	-	-	200,000	-	-	-	200,000	200,000	8	-	-	-	-	-	-	-
	Tealwood Oaks Park - ADA accessibility; pavilion w 2 picnic tables, grill; upgrade bridges & amenities	-	400,000	-	-	-	-	-	400,000	400,000	8	-	-	-	-	-	-	-
	Tennis Center - Feasibility Study	50,000	-	-	-	-	-	-	50,000	50,000		-	-	-	-	-	-	-
	Tennis Center - Design	-	400,000	-	-	-	-	-	400,000	400,000	6	-	-	-	-	-	-	-
	Tennis Center - Construction	-	-	5,000,000	-	-	-	-	5,000,000		-	5,000,000	-	5,000,000	-	-	-	-
	Town Lake Property - Master Plan (Toll Brothers Dedication)	100,000	-	-	-	-	-	-	100,000	100,000	8	-	-	-	-	-	-	-
	Trails Master Plan	300,000	-	-	-	-	-	-	300,000	300,000	8	-	-	-	-	-	-	-
	Trails Master Plan - Implementation	-	250,000	250,000	250,000	250,000	250,000	-	1,250,000	1,250,000	2,8	-	-	-	-	-	-	-
	Twin Coves Park - Phase II Design	-	-	-	-	-	350,000	-	350,000	350,000	8	-	-	-	-	-	-	-
	SUBTOTAL	\$ 12,890,000	\$ 3,775,000	\$ 8,210,000	\$ 11,025,000	\$ 2,650,000	\$ 1,260,000	\$ -	\$ 39,810,000	\$ 26,250,000		\$ -	\$ 13,560,000	\$ -	\$ 5,560,000	\$ 8,000,000	\$ -	\$ -
	GRAND TOTAL GENERAL FUND	\$ 64,187,912	\$ 15,594,494	\$ 34,903,000	\$ 30,033,000	\$ 5,965,000	\$ 2,820,000	\$121,461,337	\$274,964,743	\$168,632,743		\$ 11,302,000	\$ 95,030,000	\$ -	\$ 14,571,000	\$ 22,805,000	\$ 390,000	\$ 56,874,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	WATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031					2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
	Aberdeen Water Line (FM 2499 to Lake Forest Boulevard)	300,000	-	-	-	-	-	-	300,000	190,000	0	110,000	-	-	-	-	-	-	
	Canyon Falls 20-Inch Water Line	2,660,000	-	-	-	-	-	-	2,660,000	960,000	0	1,700,000	-	-	-	-	-	-	
	Cowboy Lane Water Line	-	-	-	-	-	-	930,000	930,000	175,000	0.3	755,000	-	-	-	-	-	755,000	
	Denton Creek Boulevard 12-Inch Water Line	200,000	-	1,100,000	-	-	-	-	1,300,000	1,300,000	0.5	-	-	-	-	-	-	-	
	Denton Creek Spine Road 12-inch Water Line	450,000	-	600,000	-	-	-	2,160,000	3,210,000	500,000	0	2,710,000	-	550,000	-	-	-	2,160,000	
	Denton Creek Water Reuse - Pump Station and Ground Storage Tanks	-	-	-	-	-	-	7,900,000	7,900,000	300,000	0	7,600,000	-	-	-	-	-	7,600,000	
	Denton Creek Water Reuse - Reuse Waterlines	650,000	-	1,100,000	-	-	-	18,440,000	20,190,000	1,750,000	0	18,440,000	-	-	-	-	-	18,440,000	
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	
	Emergency Preparedness Plan	-	50,000	-	-	-	-	-	50,000	50,000	2	-	-	-	-	-	-	-	
	FM 1171 to US 377 Water Line Phase II	-	-	-	-	-	-	6,400,000	6,400,000	290,000	0	6,110,000	-	-	-	-	-	6,110,000	
	FM 2499 12-Inch Water Line Phase I (Dixon Lane to South of FM 1171)	3,200,000	-	-	-	-	-	-	3,200,000	2,300,000	0.7	900,000	-	-	-	-	-	-	
	Forest Vista Drive Water Line	210,000	-	-	-	-	-	-	210,000	210,000	2	-	-	-	-	-	-	-	
	Garden Ridge Boulevard Water Line Phase II (South of Kirkpatrick Lane)	1,000,000	-	-	-	-	-	-	1,000,000	1,000,000	0.2	-	-	-	-	-	-	-	
	Grady Court Water Line	150,000	-	-	-	-	-	-	150,000	150,000	2	-	-	-	-	-	-	-	
	High Road Water Line Replacement Phase II	350,000	2,850,000	-	-	-	-	-	3,200,000	-	350,000	2,850,000	2,850,000	-	-	-	-	-	
	High Road Water Line Replacement Phase III	1,500,000	-	-	-	-	-	-	1,500,000	-	1,500,000	-	-	-	-	-	-	-	
	Hillside Water Line Connection	200,000	140,000	-	-	-	-	-	340,000	340,000	2	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase III (South of FM1171)	-	-	-	450,000	-	-	-	450,000	450,000	0	-	-	-	-	-	-	-	
	Kirkpatrick Lane 12-Inch Water Line Phase II (Valley Ridge to FM1171)	1,400,000	-	-	-	-	-	-	1,400,000	700,000	0.2	700,000	-	-	-	-	-	-	
	Lake Forest Boulevard 12-inch Water Line (FM 3040 to Spinks Road)	-	500,000	-	-	-	-	1,260,000	1,760,000	88,000	0	1,672,000	412,000	-	-	-	-	1,260,000	
	Lakeside Water Reuse - Pump Station and Ground Storage Tanks	-	-	650,000	6,000,000	-	-	-	6,650,000	650,000	0	6,000,000	-	-	-	-	-	6,000,000	
	Lakeside Water Reuse - Reuse Waterlines	-	-	300,000	2,000,000	2,200,000	2,200,000	10,050,000	16,750,000	300,000	0	16,450,000	-	-	-	-	-	16,450,000	
	Lopo Water line Replacement	-	365,000	-	-	-	-	-	365,000	-	-	365,000	365,000	-	-	-	-	-	
	Lusk Lane / Red Rock East-West Connector	-	-	-	-	-	-	4,250,000	4,250,000	240,000	0	4,010,000	-	-	-	-	-	4,010,000	
	Melody Court Water Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	
	Morriss Road 20-Inch Water Line (Forest Vista Drive to Lake Bluff Drive)	2,500,000	-	-	-	-	-	-	2,500,000	200,000	2	2,300,000	-	-	-	-	-	-	
	Morriss Road Parallel 20-inch Water Line (Mallard Way to FM 3040)	-	-	-	720,000	-	-	-	720,000	100,000	0	620,000	-	-	620,000	-	-	-	
	Morriss Road Water Lines Phase II (FM 1171 to Eaton)	2,750,000	-	-	-	-	-	-	2,750,000	1,800,000	7	950,000	-	-	-	-	-	-	
	Morriss Road Water Lines Phase III (Eaton to Waketon Road)	350,000	3,550,000	-	-	-	-	-	3,900,000	3,500,000	0.1,2	400,000	400,000	-	-	-	-	-	
	Morriss Road Water Lines Phase IV (Waketon Road to FM 407)	-	350,000	3,650,000	-	-	-	-	4,000,000	2,950,000	0	1,050,000	-	1,050,000	-	-	-	-	
	Pressure Reducing Valves	-	-	-	-	-	-	710,000	710,000	300,000	0	410,000	-	-	-	-	-	410,000	
	Red Bud Point Water Service Relocation	1,185,000	-	-	-	-	-	-	1,185,000	410,000	2	775,000	-	-	-	-	-	-	
	Rippy Road Water line Improvements (FM 2499 to Waketon Road)	750,000	-	-	-	-	-	-	750,000	350,000	0	400,000	-	-	-	-	-	-	
	Pintail 30" Water Line (Pintail Pump Station to Morriss Road)	-	-	-	-	1,710,000	-	-	1,710,000	-	-	1,710,000	-	-	-	1,710,000	-	-	
	Royal Oaks Water Line Replacement Phase I	-	150,000	1,230,000	-	-	-	-	1,380,000	-	-	1,380,000	150,000	1,230,000	-	-	-	-	
	Scenic Drive Water Line (South of FM 1171 to River Hill Drive)	-	200,000	-	-	-	-	1,230,000	1,430,000	70,000	0	1,360,000	130,000	-	-	-	-	1,230,000	
	Sentinel Oaks Water line Replacement (Three Bridges Court to Simmons Road)	500,000	-	-	-	-	-	-	500,000	-	500,000	-	-	-	-	-	-	-	
	Stonecrest Pump Station Phase I (Auxiliary Power)	2,550,000	-	-	-	-	-	-	2,550,000	550,000	0	2,000,000	-	-	-	-	-	-	
	Stonecrest Pump Station Phase II	-	-	-	-	-	-	5,460,000	5,460,000	250,000	0	5,210,000	-	-	-	-	-	5,210,000	
	Stonecrest Pump Station Phase III	-	-	-	-	-	-	790,000	790,000	-	-	790,000	-	-	-	-	-	790,000	
	Stonehill 10MG Ground Storage Tank Rehabilitation	640,000	-	-	-	-	-	-	640,000	40,000	2	600,000	-	-	-	-	-	-	
	Stonehill Pump Station Discharge Valve Replacement	560,000	-	-	-	-	-	-	560,000	60,000	2	500,000	-	-	-	-	-	-	
	Timber Creek 20-inch Water Line	-	-	-	-	-	-	550,000	550,000	130,000	0	420,000	-	-	-	-	-	420,000	
	Timber Creek Water Line Replacement Phase I	1,000,000	-	-	-	-	-	-	1,000,000	-	1,000,000	-	-	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase II	300,000	780,000	-	-	-	-	-	1,080,000	-	300,000	780,000	780,000	-	-	-	-	-	
	Timber Creek Water Line Replacement Phase III	-	-	-	1,400,000	-	-	-	1,400,000	-	-	1,400,000	-	-	1,400,000	-	-	-	
	Timber Creek Water Line Replacement Phase IV	-	-	-	-	-	-	1,350,000	1,350,000	-	-	1,350,000	-	-	-	-	-	1,350,000	
	US 377 at FM 1171 Water Line Loop/Relocation	2,909,500	2,590,500	-	-	-	-	-	5,500,000	1,610,000	0.2	2,500,000	1,390,000	1,390,000	-	-	-	-	
	US 377 / UPRR Water Line Phase II	137,620	-	2,161,000	-	-	-	1,114,000	3,412,620	87,620	0	50,000	3,275,000	-	2,161,000	-	-	1,114,000	
	Utility Asset Management & Utility Replacement	900,000	300,000	300,000	300,000	300,000	300,000	-	2,400,000	-	900,000	1,500,000	300,000	300,000	300,000	300,000	300,000	-	
	Water System Leak Detection & Repair	700,000	50,000	50,000	50,000	50,000	50,000	-	950,000	100,000	600,000	250,000	50,000	50,000	50,000	50,000	50,000	-	
	Water System Model Update	167,285	6,500	6,500	6,500	6,500	6,500	-	199,785	199,785	0.2,5	-	-	-	-	-	-	-	
	West Side Water Lines (East)	-	-	-	-	-	-	4,850,000	4,850,000	200,000	0	4,650,000	-	-	-	-	-	4,650,000	
	West Side Water Lines (South)	-	-	-	-	-	-	4,550,000	4,550,000	350,000	0	4,200,000	-	-	-	-	-	4,200,000	
	West Side Water Lines (West)	-	-	1,560,000	-	-	-	-	1,560,000	150,000	0	1,410,000	-	1,410,000	-	-	-	-	
	Western Operations and Maintenance Facility (Buildout)	-	-	-	100,000	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	Westchester Water Line Replacement	-	-	-	-	1,450,000	-	-	1,450,000	-	-	1,450,000	-	-	-	1,450,000	-	-	
	Wood Creek Circle Water Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	
	SUBTOTAL	\$ 30,319,405	\$ 11,942,000	\$ 12,707,500	\$ 11,026,500	\$ 5,716,500	\$ 2,556,500	\$ 71,994,000	\$ 146,262,405	\$ 25,660,405		\$ 18,635,000	\$ 101,967,000	\$ 6,827,000	\$ 6,751,000	\$ 2,370,000	\$ 3,510,000	\$ 350,000	\$ 82,159,000

** Project Includes ADA Improvements

- Impact Fees
- Grant and Interlocal Funds
- Other Sources (Proj. Sav., Fund Bal., 380, Interest Inc.)
- Escrow
- Decision Package
- Developer Agreement(s)
- Park Development Fund
- Tax Increment Reinvestment Zone (TIRZ)
- Dedicated Sales Tax
- SH 121 Regional Toll Revenue (RTR)

Page 226 of 262

*General Obligation Bonds
** Project Includes ADA Improvements

Other Sources

TOWN OF FLOWER MOUND
SUMMARY OF FIVE YEAR CIP PLAN
FY 2021-2022 Amendment 3
2/7/2022

	WASTEWATER PROJECTS	PRIOR FISCAL YEARS	CONSTRUCTION SCHEDULE						TOTAL PROJECT COSTS	OTHER SOURCES	ISSUED DEBT GO's & CO's	NEW DEBT	DEBT SCHEDULE						
			2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031					2021- 2022	2022- 2023	2023- 2024	2024- 2025	2025- 2026	2026- 2031	
	Bakers Branch Interceptor Rehabilitation (Long Prairie Road to Lexington Avenue)	-	-	-	-	-	2,800,000	-	2,800,000	-		-	2,800,000	-	-	-	-	2,800,000	-
	Colonial Drive Sewer Line Replacement (Whitney Lane to Homestead Drive)	165,000	-	-	-	-	-	-	165,000	165,000	2	-	-	-	-	-	-	-	-
	Engineering Standards	50,000	-	-	-	-	-	-	50,000	50,000	4	-	-	-	-	-	-	-	-
	Inflow-Infiltration/Evaluation and Repair	2,480,000	250,000	250,000	250,000	250,000	250,000	-	3,730,000	330,000	2	2,150,000	1,250,000	250,000	250,000	250,000	250,000	250,000	-
	Lift Station Improvements and Decommissioning Phase II	2,550,000	-	-	-	-	-	-	2,550,000	-		2,550,000	-	-	-	-	-	-	-
	Lift Station Improvements and Decommissioning Phase III	564,500	2,000,000	-	-	-	-	-	2,564,500	-		564,500	2,000,000	2,000,000	-	-	-	-	-
	Lopo Sewer line Replacement	-	340,000	-	-	-	-	-	340,000	-		-	340,000	340,000	-	-	-	-	-
	Melody Court Sewer Line Replacement	-	60,000	-	-	-	-	-	60,000	60,000	2	-	-	-	-	-	-	-	-
	Lower Timber Interceptor Rehabilitation (Paisley Drive to Rockcreek Court)	-	-	1,100,000	-	-	-	-	1,100,000	-		-	1,100,000	-	1,100,000	-	-	-	-
	Northshore Collector Rehabilitation (Woodpark Drive to Belmont Court)	-	-	-	1,090,000	-	-	-	1,090,000	-		-	1,090,000	-	-	1,090,000	-	-	-
	Oak Street Lift Station and Force Main Phase IV	380,500	3,019,500	-	-	-	-	-	3,400,000	1,239,500	0.2	380,500	1,780,000	1,780,000	-	-	-	-	-
	Riverwalk Collector (Morris Rd. to Windsor Drive)	-	-	-	-	-	-	530,000	530,000	440,000	0.2	-	90,000	-	-	-	-	-	90,000
	Southside Force Main Extension	-	-	2,500,000	-	-	-	-	2,500,000	1,500,000	0	-	1,000,000	-	1,000,000	-	-	-	-
	Southside Gravity Improvements Main Improvements	-	-	-	-	3,900,000	-	-	3,900,000	1,000,000	0.3,5	-	2,900,000	-	-	-	2,900,000	-	-
	Southside Pump Upgrade	90,000	-	590,000	-	-	-	-	680,000	390,000	0.5	-	290,000	-	290,000	-	-	-	-
	Spring Meadow Lane Sewer Line Replacement	1,540,000	-	-	-	-	-	-	1,540,000	-		1,540,000	-	-	-	-	-	-	-
	Sunrise Circle Wastewater Connection	-	150,000	1,120,000	-	-	-	-	1,270,000	150,000	2	-	1,120,000	-	1,120,000	-	-	-	-
	Timber Creek Park Collector Rehabilitation (Hanover Drive to Timber Creek Road)	-	-	-	440,000	-	-	-	440,000	-		-	440,000	-	-	440,000	-	-	-
	Timber Creek Trunk Line (Morris Rd to Rawlings Street)	875,000	-	-	-	-	-	-	875,000	-		875,000	-	-	-	-	-	-	-
	Timberview Trunk Line Rehabilitation (Timberview Drive to Morris Rd)	-	-	-	-	550,000	-	-	550,000	-		-	550,000	-	-	-	550,000	-	-
	Upper Timber Interceptor (College Parkway to Pecan Drive)	-	-	-	480,000	-	-	-	480,000	-		-	480,000	-	-	480,000	-	-	-
	Upper Timber Interceptor (Morris Rd to One Place Lane)	-	400,000	4,200,000	-	-	-	-	4,600,000	400,000	2	-	4,200,000	-	4,200,000	-	-	-	-
	Upper Timber Interceptor Rehabilitation (One Place Lane to Buckthorn Court)	-	-	-	-	-	430,000	-	430,000	-		-	430,000	-	-	-	-	430,000	-
	Wastewater System Model Update	237,285	6,500	6,500	6,500	6,500	6,500	-	269,785	269,785	0.5	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Master Plan	430,000	-	-	-	-	-	-	430,000	430,000	0	-	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase V (Sludge Holding and Thickening)	11,800,000	-	-	-	-	-	-	11,800,000	-		11,800,000	-	-	-	-	-	-	-
	Wastewater Treatment Plant Rehabilitation Phase VI (Thermal Drying)	-	-	-	-	-	-	13,000,000	13,000,000	-		-	13,000,000	-	-	-	-	-	13,000,000
	Wastewater Treatment Plant Rehabilitation Phase VII (Phosphorus Removal)	-	-	-	-	-	-	1,000,000	1,000,000	-		-	1,000,000	-	-	-	-	-	1,000,000
	Wastewater Treatment Plant Ultraviolet System Update	3,000,000	-	-	-	-	-	-	3,000,000	250,000	2	2,750,000	-	-	-	-	-	-	-
	Wellington Interceptor Rehabilitation (Brookville Lane to Garden Road)	-	-	-	-	390,000	-	-	390,000	-		-	390,000	-	-	-	390,000	-	-
	Wood Creek Circle Sewer Line	100,000	-	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	Yucca Lift Station Auxiliary Power	-	100,000	-	-	-	-	-	100,000	100,000	2	-	-	-	-	-	-	-	-
	SUBTOTAL	\$ 24,262,285	\$ 6,326,000	\$ 9,766,500	\$ 2,266,500	\$ 5,096,500	\$ 3,486,500	\$ 14,530,000	\$ 65,734,285	\$ 6,874,285		\$ 22,610,000	\$ 36,250,000	\$ 4,370,000	\$ 7,960,000	\$ 2,260,000	\$ 4,090,000	\$ 3,480,000	\$ 14,090,000
	GRAND TOTAL UTILITY FUND	\$ 57,116,690	\$ 20,453,000	\$ 24,144,000	\$ 13,693,000	\$ 11,038,000	\$ 6,468,000	\$ 86,924,000	\$ 219,836,690	\$ 38,704,690		\$ 41,245,000	\$ 139,887,000	\$ 11,197,000	\$ 16,381,000	\$ 4,630,000	\$ 7,600,000	\$ 3,830,000	\$ 96,249,000

*General Obligation Bonds
** Project Includes ADA Improvements

- Other Sources
- 0. Impact Fees
 - 1. Grant and Interlocal Funds
 - 2. Other Sources (Proj. Sav.,Fund Bal.,380,Interest Inc.)
 - 3. Escrow
 - 4. Decision Package
 - 5. Developer Agreement(s)
 - 6. Park Development Fund
 - 7. Tax Increment Reinvestment Zone (TIRZ)
 - 8. Dedicated Sales Tax
 - 9. SH 121 Regional Toll Revenue (RTR)



TOWN COUNCIL AGENDA ITEM NO. 15

REGULAR ITEM

DATE: February 7, 2022

FROM: Poornima Kashyap, Principal Planner

ITEM: **Public Hearing to consider an ordinance granting Specific Use Permit No. 472 (SUP21-0005 – Bosco Boat Dealership) to permit inclusion of Retail, general (outdoors) use for a boat dealership within an existing car dealership facility. The property is generally located south of Justin Road and east of Stone Hill Farms Parkway (*The Planning and Zoning Commission recommended approval by a vote of 6 to 0 at its December 13, 2021, meeting.*)**



- d. Enclosure gates shall be constructed of sheet metal with a steel frame and painted to complement the main building.
- e. Administrative approval of a site plan and obtaining necessary permits is required prior to placing ancillary storage on the property and constructing or installing associated masonry wall.
- 5. No outdoor servicing of boats shall be permitted on the property.
- 6. Specific Use Permit No. 472 shall be subject to three-year automatic renewal, subject to Section 98-954 of the Town's Land Development Regulations
- 7. Boat display and parking shall be limited to occupy no more than sixteen (16) display spaces.
- 8. Boat display and parking shall be limited to occupy display spaces located within a fenced-in area to the south and west of the building.
- 9. The size of the boats displayed on the property shall not exceed thirty (30) feet in total length.

ATTACHMENTS:

- 1. Draft Ordinance
- 2. [Planning and Zoning Commission Staff Report Link](#) (item 13)

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

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

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

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT "A" OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND, TEXAS, BY APPROVING SPECIFIC USE PERMIT NO. 472 (SUP-472) TO PERMIT A RETAIL, GENERAL (OUTDOORS) USE FOR A BOAT DEALERSHIP USE TO OPERATE WITHIN AN EXISTING CAR DEALERSHIP FACILITY ON CERTAIN PROPERTY DESCRIBED AS 5.48 ACRES OF LAND AND BEING ALL OF LOT 2R1, BLOCK A, OF THE STONE HILL FARMS RETAIL EAST II ADDITION AND ZONED PLANNED DEVELOPMENT DISTRICT NO. 43 (PD-43) WITH COMMERCIAL DISTRICT-2 (C-2) USES; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF IN ACCORDANCE WITH SECTION 1-13 OF THE CODE OF ORDINANCES OF THE TOWN OF FLOWER MOUND; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town heretofore adopted the Land Development Regulations of the Town, as amended, which Ordinance regulates and restricts the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape, and area as may be best suited to carry out these regulations; and,

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owner of the property described as 5.48 acres of land and being all of Lot 2R1, Block A, of the Stone Hill Farms Retail East II Addition has filed an application for a Specific Use Permit for a Retail, general (outdoor) use for a boat dealership use to operate within an existing Car Dealership facility; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on December 13, 2021, and the Town Council of the Town, held a public hearing on January 3, 2022, with respect to the Specific Use Permit described herein; and,

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

WHEREAS, the Town Council finds that the Specific Use Permit should be granted as outlined herein as it is in the best interest of the Town and will promote the health, safety and general welfare of the citizens of the Town and the general public;

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

SECTION 1

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

5.48 acres of land and being all of Lot 2R1, Block A, of the Stone Hill Farms Retail East II Addition, Denton County, Texas.

Specific Use Permit No. 472 is granted to allow Retail, general (outdoors) uses to permit a boat dealership, as more fully described in the exhibits attached hereto and incorporated herein, subject to the following conditions:

1. The hours of operation are limited to 8 a.m. to 7 p.m., Monday to Saturday.
2. Gates crossing the fire lane must remain open during business hours.
3. Outdoor storage shall be limited to operable cars and boats only. No ancillary storage of materials, trash, equipment, storage pods, or similar items shall be allowed on the property unless it meets the standards outlined below:
 - a. Ancillary storage shall be limited to no more than 650 square feet of the car/boat display area as demarcated on the concept plan. This square footage is exclusive of the one (1) existing dumpster enclosure.
 - b. Ancillary storage shall not occupy required parking spaces.
 - b. Ancillary storage shall be screened by a masonry wall constructed of or finished with materials that match the main building.
 - c. Ancillary storage shall not exceed one foot less than said masonry wall in height.
 - d. Enclosure gates shall be constructed of sheet metal with a steel frame and painted to complement the main building.
 - e. Administrative approval of a site plan and obtaining necessary permits is required prior to placing ancillary storage on the property and constructing or installing associated masonry wall.
4. No outdoor servicing of boats shall be permitted on the property.
5. Specific Use Permit No. 472 shall be subject to three-year automatic renewal, subject to Section 98-954 of the Town's Land Development Regulations
6. Boat display and parking shall be limited to occupy no more than sixteen (16) display spaces.
7. Boat display and parking shall be limited to occupy display spaces located within a fenced-in area to the south and west of the building.
8. The size of the boats displayed on the property shall not exceed thirty (30) feet in total length.

SECTION 2

The Conceptual Site Plan and Conceptual Landscape Plan, attached hereto as Exhibits "A" and "B," each incorporated herein for all purposes allowed by law, are hereby approved as the Conceptual Site Plan and Conceptual Landscape Plan for this Specific Use Permit.

SECTION 3

The official map of the Town is amended and the Executive Director of Development Services is directed to revise the official zoning map to reflect the approved Specific Use Permit, as set forth above.

SECTION 4

The use of the property described above shall be subject to all applicable regulations contained in the Land Development Regulations and all other applicable and pertinent ordinances of the Town including the regulations contained in Planned Development District-43 (PD-43).

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

Ordinance No. _____

Page 4

SECTION 9

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

SECTION 10

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

**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
_____, 2022.**

APPROVED:

Derek France, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

Page 234 of 262
EXHIBIT "A" - CONCEPT SITE PLAN

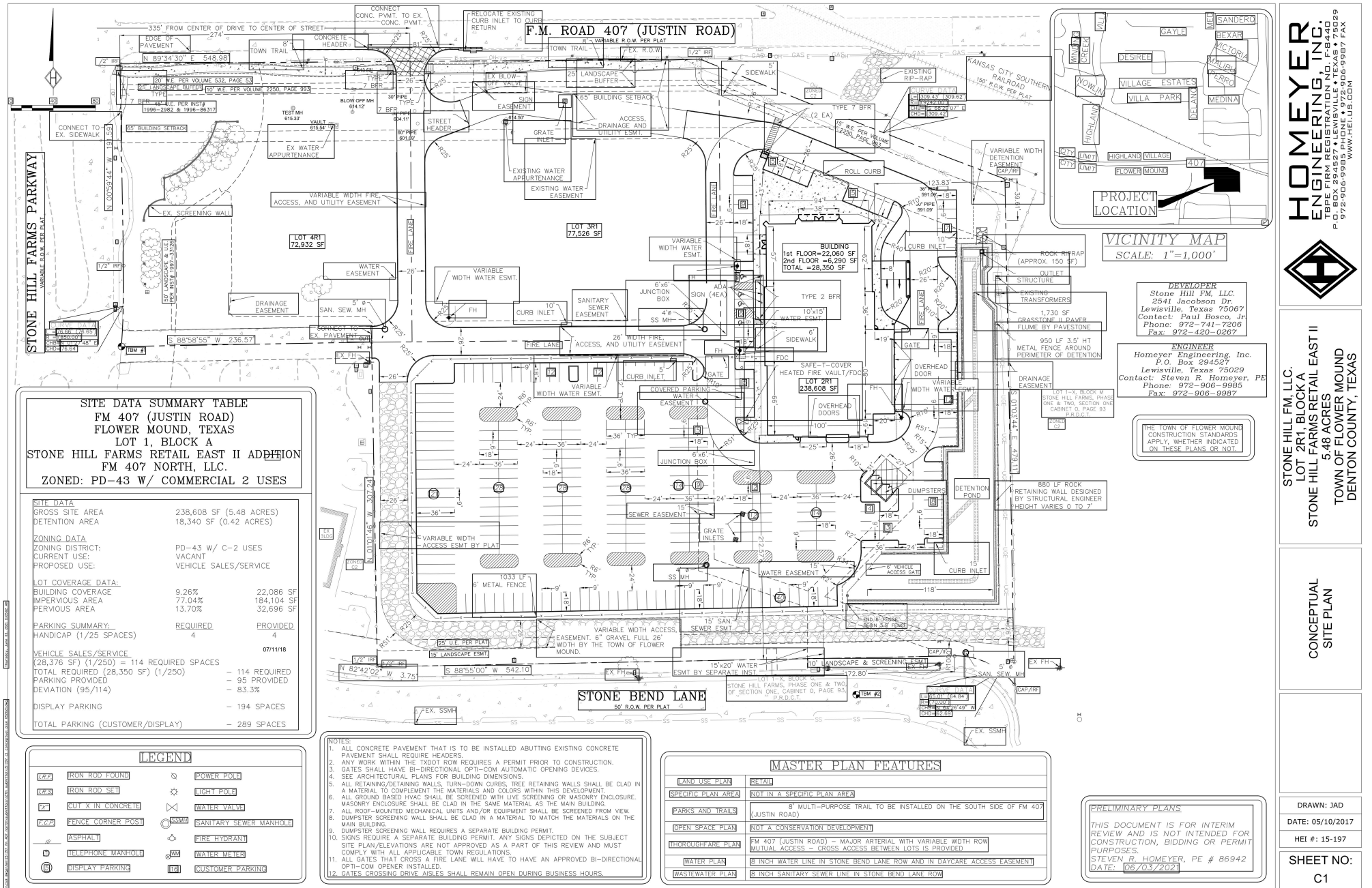


EXHIBIT "B - CONCEPT LANDSCAPE PLAN

MATCHLINE - SEE SHEET LP1

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 09/13/2021
T C NA
SEE FILE FOR CONDITIONS SP21-0005

STONE BEND LANE

50' R.O.W. PER PLAT

LOT 1-X, BLOCK C,
STONE HILL FARMS, PHASE ONE & TWO,
OF SECTION ONE, CABINET O, PAGE 93,
P.R.D.C.T.

- NOTES:
- CONTRACTOR SHALL PRESERVE ALL EXISTING VEGETATION ALONG PROPERTY LINE ADJACENT TO STONE BEND LANE.
 - OWNER IS RESPONSIBLE FOR PLANTINGS AND LANDSCAPE BUFFER NORTH OF PROPERTY LINE.
 - STONE HILL FARMS HOA IS RESPONSIBLE FOR LANDSCAPE SCREENING SOUTH OF PROPERTY LINE.

GENERAL PLANTING NOTES

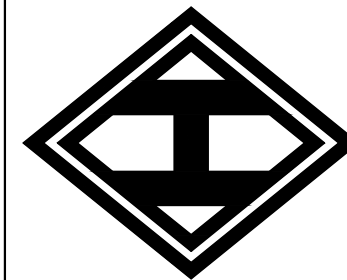
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/- 1" OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE. IN ALL PLANTING BEDS AND TREE RINGS, DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
- INSTALL 1/4" GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
- HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2" INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

STREET YARD LANDSCAPING				STREET BUFFER TREES			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED	STANDARD	STREET FRONTAGE (LINEAR FT.)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	N/A	N/A	N/A	1 PER 30 LF	N/A	N/A	N/A
STREET YARD TREES				PARKING AREA LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED	STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
>110,000 SF = 1/5,000 SF ^ 110,000 + 50	N/A	N/A	N/A	90 SF PER 12 SPACES	88 SPACES (CUSTOMER)	660 SF	3,415 SF
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.				PARKING AREA TREES			
STREET NAME	REQUIRED BUFFER WIDTH	PROVIDED		STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
FM 407	N/A	N/A		1 PER 10 PARKING SPACES	88 SPACES (CUSTOMER)	9 TREES	15 TREES
STONE BEND LN.	15 FT	15 FT		ALL CUSTOMER PARKING SPACES ARE LOCATED WITHIN 50FT OF A TREE.			

Scale 1" = 20'

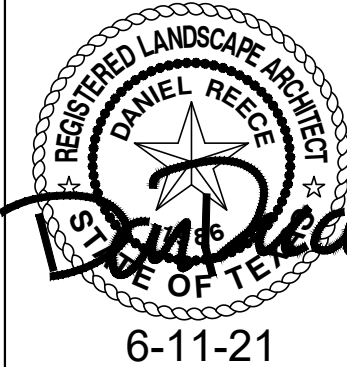


HOMER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • ALEXANDRIA, VA 22304-0527
972-906-9988 • PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN



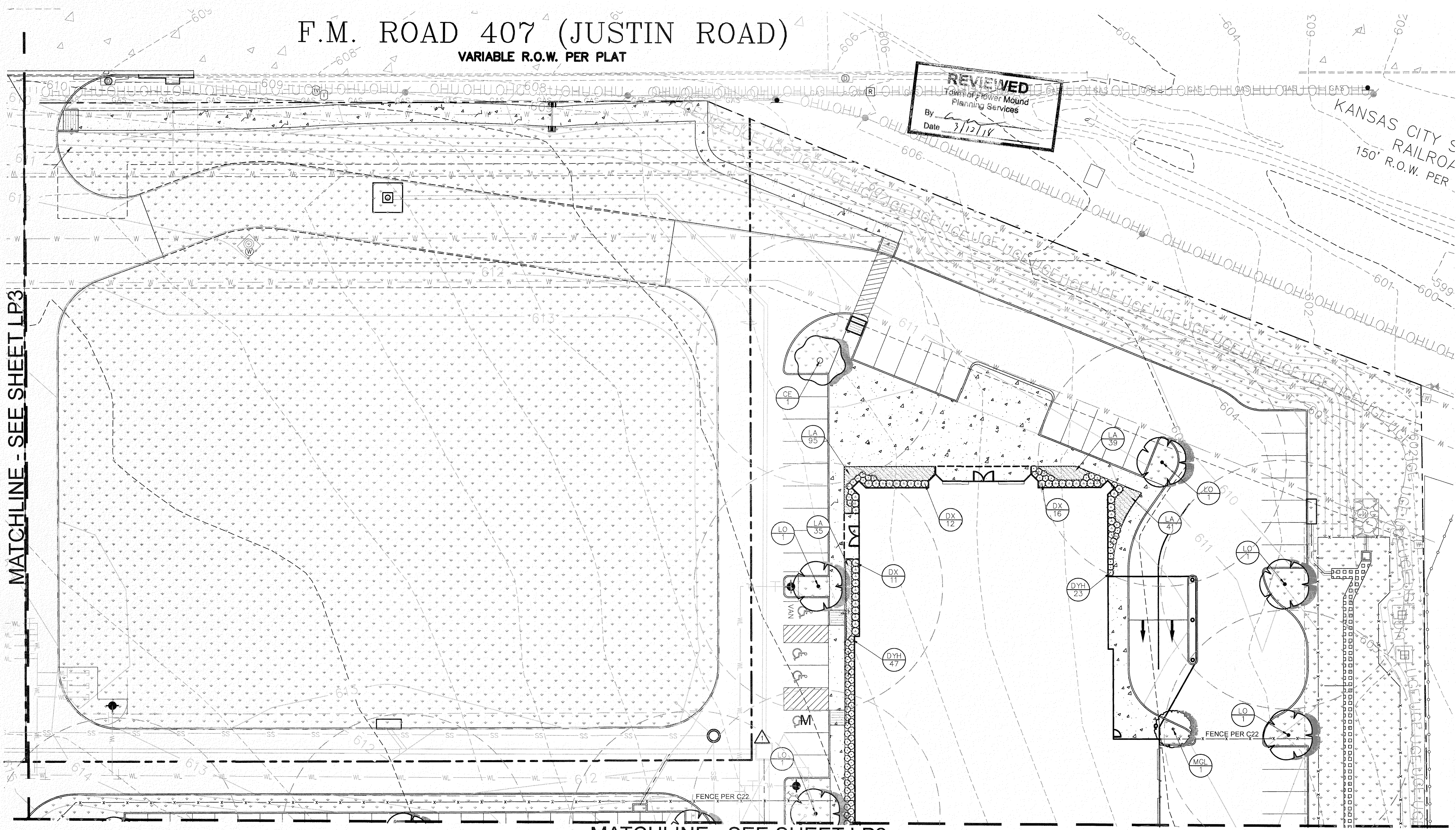
DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197

SHEET NO:
LP-2

EXHIBIT "B - CONCEPT LANDSCAPE PLAN

F.M. ROAD 407 (JUSTIN ROAD)

VARIABLE R.O.W. PER PLAT



PLANT SCHEDULE

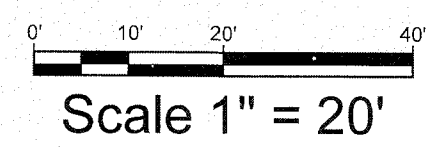
TREES						SHRUBS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.	GAL	SIZE	QTY	CODE	COMMON NAME / BOTANICAL NAME	SIZE	QTY		
MGL	Southern Magnolia / Magnolia grandiflora parking lot tree	CONT.	3' Gal	10-12' ht.	2	DYH	Dwarf Yaupon / Ilex vomitoria 'Nana' 24" o.c.	5 gal	80		
LO	Live Oak / Quercus virginiana parking lot tree / mitigation/street buffer tree	CONT.	3' Gal	10-12' ht.	32	DX	Southern Wax Myrtle / Myrica cerifera 36" o.c.	5 gal	61		
CE	Cedar Elm / Ulmus crassifolia parking lot tree	CONT.	3' Gal	10-12' ht.	1						
						SHRUB AREAS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.	SPACING	QTY		CODE	COMMON NAME / BOTANICAL NAME	CONT.	SPACING	QTY	
LA	Aztec Grass / Liriope muscari 'Aztec'	1 gal	18" o.c.	284							
						GROUND COVERS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.	QTY			CODE	COMMON NAME / BOTANICAL NAME	CONT.	QTY		
CD	Bermuda Grass / Cynodon dactylon	hydro	180,811 sf								

ROOT BARRIERS

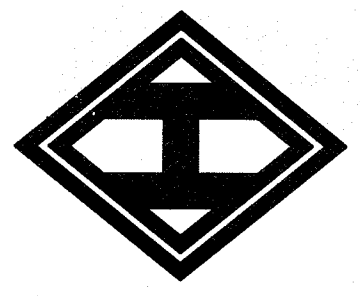
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.

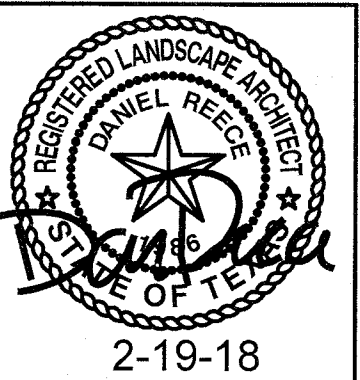


HOMMEYER
ENGINEERING, INC.
TBP# FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN



DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197
SHEET NO:
LP-1

EVERGREEN
DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy Ste 300
Addison, TX 75001
www.landscape-consultants.net

Page 237 of 262
EXHIBIT "A" - CONCEPT SITE PLAN

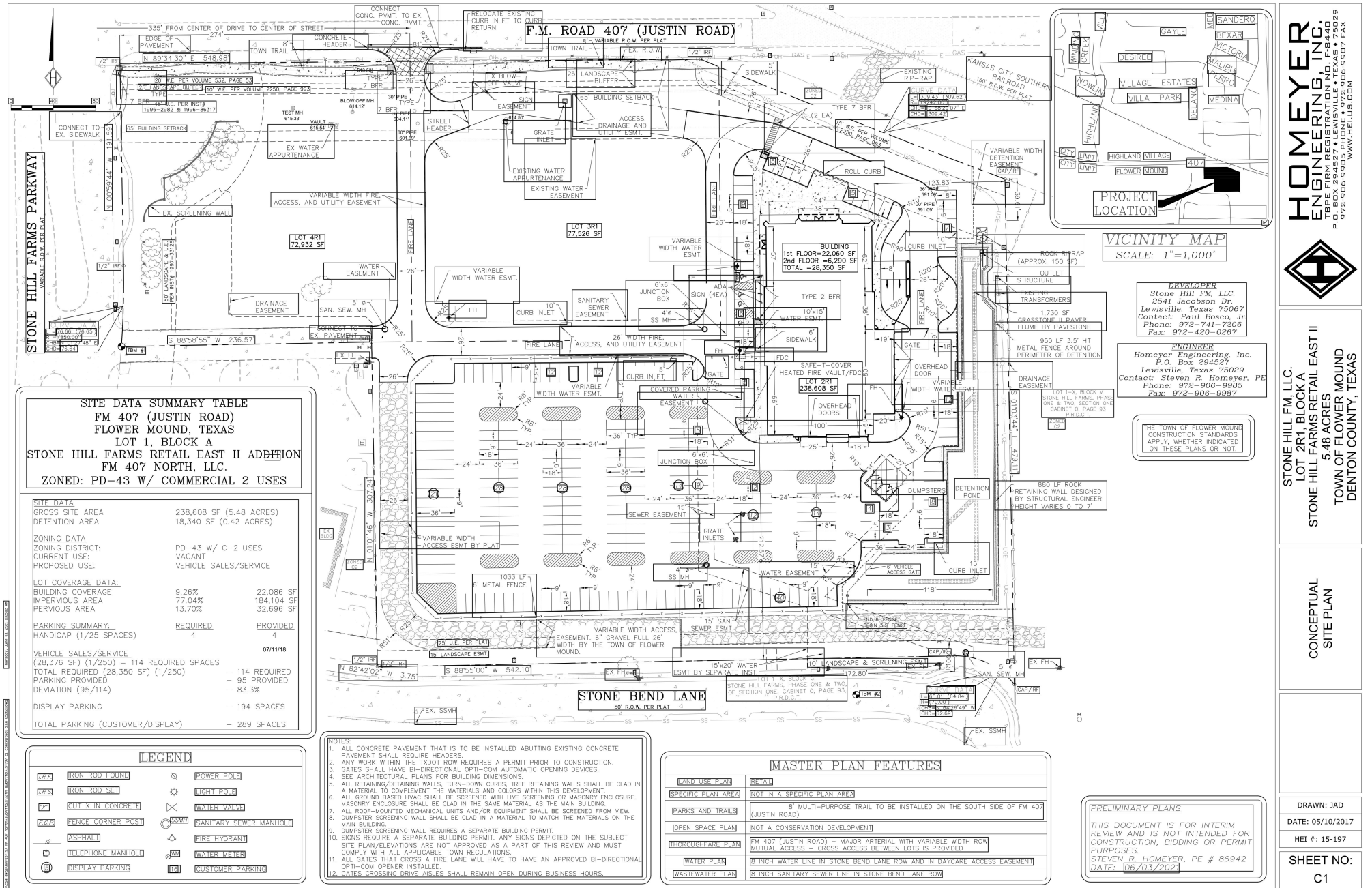


EXHIBIT "B - CONCEPT LANDSCAPE PLAN

MATCHLINE - SEE SHEET LP1

THE FOLLOWING REPRESENTS THE
APPROVED DOCUMENT / GRAPHIC
P & Z 09/13/2021
T C NA
SEE FILE FOR CONDITIONS SP21-0005

STONE BEND LANE

50' R.O.W. PER PLAT

LOT 1-X, BLOCK C,
STONE HILL FARMS, PHASE ONE & TWO,
OF SECTION ONE, CABINET O, PAGE 93,
P.R.D.C.T.

- NOTES:
- CONTRACTOR SHALL PRESERVE ALL EXISTING VEGETATION ALONG PROPERTY LINE ADJACENT TO STONE BEND LANE.
 - OWNER IS RESPONSIBLE FOR PLANTINGS AND LANDSCAPE BUFFER NORTH OF PROPERTY LINE.
 - STONE HILL FARMS HOA IS RESPONSIBLE FOR LANDSCAPE SCREENING SOUTH OF PROPERTY LINE.

GENERAL PLANTING NOTES

- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN). BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.1' OF FINISH GRADE. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
- CONSTRUCT AND MAINTAIN FINISH GRADES IN LANDSCAPE AREAS AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ENSURE THAT THE GRADE IN SHRUB AREAS SHALL BE 2" BELOW FINISH GRADE AFTER INSTALLING SOIL AMENDMENTS, AND 1" BELOW FINISH GRADE IN SOD AREAS AFTER INSTALLING SOIL AMENDMENTS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE. IN ALL PLANTING BEDS AND TREE RINGS, DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE.
- INSTALL 1/4" GREEN STEEL EDGING BETWEEN ALL PLANTING BEDS AND TURF AREAS, AND BETWEEN GROUNDCOVERS AND OTHER PLANTS (WHERE INDICATED ON THE PLAN).
- HYDROMULCH ALL DISTURBED AREAS OUTSIDE OF PROPERTY LIMITS (UNLESS SHOWN AS SOD).
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES. PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
- NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
- PLANTS MAY BE INSPECTED AND APPROVED OR REJECTED ON THE JOBSITE BY THE OWNER OR OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
- SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL STAND OF GRASS AT NO ADDITIONAL COST TO THE OWNER.
- TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2" INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEDED OR RESEEDING (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

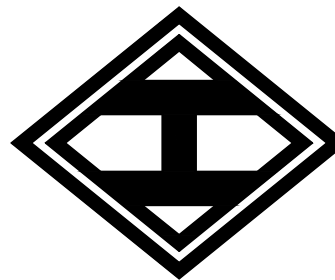
STREET YARD LANDSCAPING			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED
MIN. 20% OF STREET YARD	N/A	N/A	N/A
STREET YARD TREES			
STANDARD	TOTAL STREET YARD (SQ. FT.)	REQUIRED	PROVIDED
>110,000 SF = 1/5,000 SF ^ 110,000 + 50	N/A	N/A	N/A
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
STREET BUFFER LANDSCAPING			
STREET NAME	REQUIRED BUFFER WIDTH	PROVIDED	
FM 407	N/A	N/A	
STONE BEND LN.	15 FT	15 FT	

STREET BUFFER TREES			
STANDARD	STREET FRONTAGE (LINEAR FT.)	REQUIRED	PROVIDED
1 PER 30 LF	N/A	N/A	N/A
PARKING AREA LANDSCAPING			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
90 SF PER 12 SPACES	88 SPACES (CUSTOMER)	660 SF	3,415 SF
TREES REQUIRED TO SATISFY OTHER PROVISIONS OF LANDSCAPING REQUIREMENTS AND LYING WITHIN THE STREET YARD MAY BE USED TO SATISFY THE REQUIREMENTS OF OTHER SECTIONS.			
PARKING AREA TREES			
STANDARD	NO. OF PARKING SPACES	REQUIRED	PROVIDED
1 PER 10 PARKING SPACES	88 SPACES (CUSTOMER)	9 TREES	15 TREES
ALL CUSTOMER PARKING SPACES ARE LOCATED WITHIN 50FT OF A TREE.			

Scale 1" = 20'



HOMER
ENGINEERING, INC.
TBE FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 ALEXANDRIA, VA 22304-0527
972-906-9988 PHONE 972-906-9987 FAX
WWW.HEI.US.COM



STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN



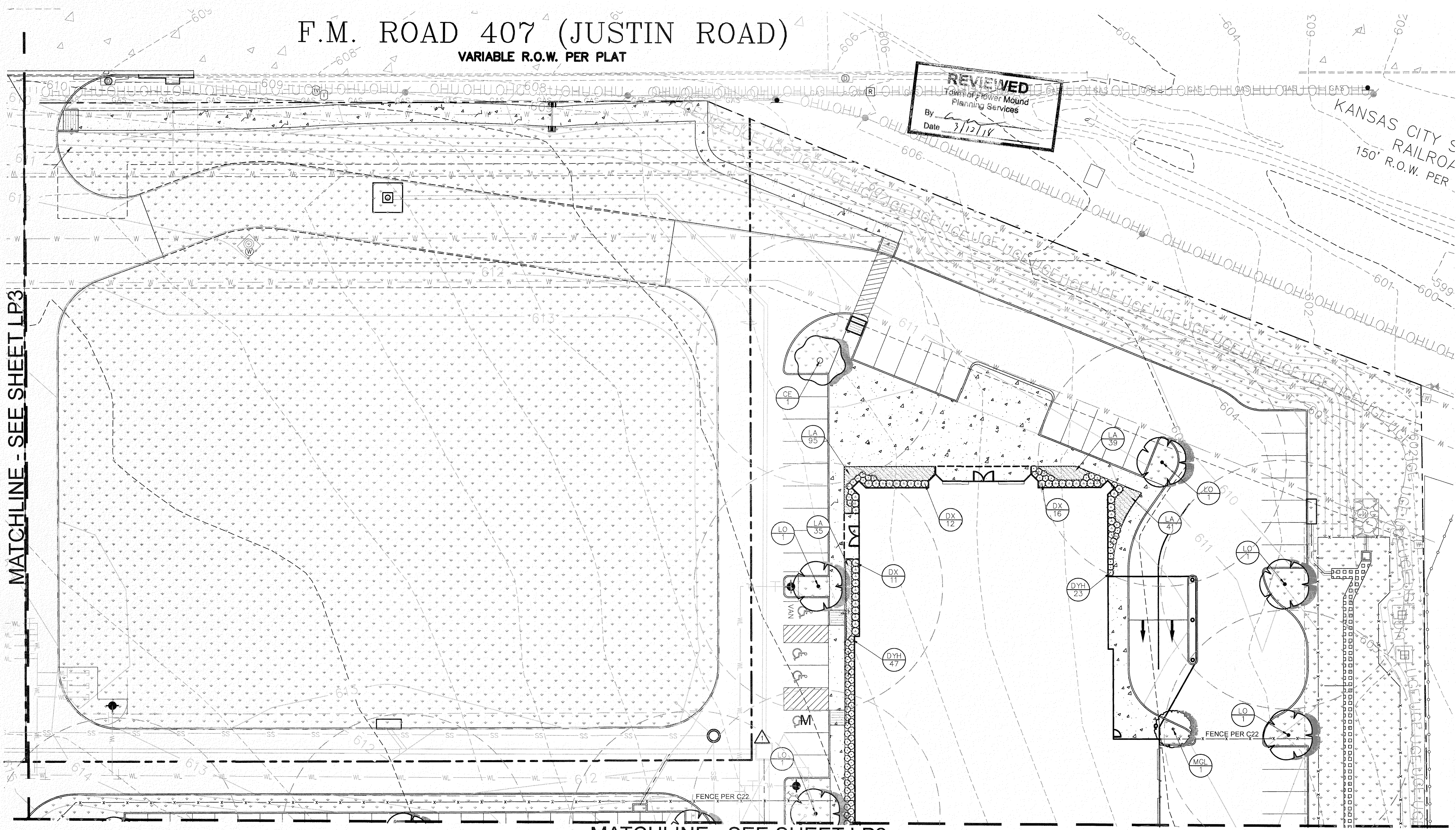
DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197

SHEET NO:
LP-2

EXHIBIT "B - CONCEPT LANDSCAPE PLAN

F.M. ROAD 407 (JUSTIN ROAD)

VARIABLE R.O.W. PER PLAT



MATCHLINE - SEE SHEET LP3

MATCHLINE - SEE SHEET LP2

PLANT SCHEDULE

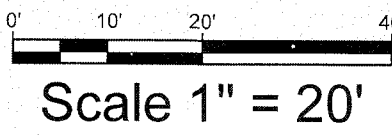
TREES						SHRUBS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.	GAL	SIZE	QTY	CODE	COMMON NAME / BOTANICAL NAME	SIZE	QTY		
MGL	Southern Magnolia / Magnolia grandiflora parking lot tree	CONT.	3"Gal	10-12' ht.	2	DYH	Dwarf Yaupon / Ilex vomitoria 'Nana' 24" o.c.	5 gal	80		
LO	Live Oak / Quercus virginiana parking lot tree / mitigation/street buffer tree	CONT.	3"Gal	10-12' ht.	32	DX	Southern Wax Myrtle / Myrica cerifera 36" o.c.	5 gal	61		
CE	Cedar Elm / Ulmus crassifolia parking lot tree	CONT.	3"Gal	10-12' ht.	1						
						SHRUB AREAS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.	SPACING				CODE	COMMON NAME / BOTANICAL NAME	CONT.	QTY	
LA	Aztec Grass / Liriope muscari 'Aztec'	1 gal	18" o.c.				LA	Aztec Grass / Liriope muscari 'Aztec'	1 gal	284	
						GROUND COVERS					
CODE	COMMON NAME / BOTANICAL NAME	CONT.				CODE	COMMON NAME / BOTANICAL NAME	CONT.	QTY		
CD	Bermuda Grass / Cynodon dactylon	hydro				CD	Bermuda Grass / Cynodon dactylon	hydro	180,811 sf		

ROOT BARRIERS

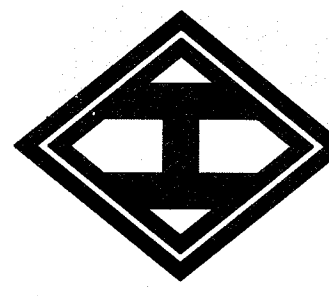
THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS. CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.



HOMMEYER
ENGINEERING, INC.
TBP# FIRM REGISTRATION NO. F-8440
P.O. BOX 294527 • LEWISVILLE, TEXAS • 75029
972-906-9985 PHONE • 972-906-9987 FAX
WWW.HEI.US.COM



STONE HILL FM, LLC.
LOT 1, BLOCK A
STONE HILL FARMS RETAIL EAST II
5.48 ACRES
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

PLANTING PLAN



DRAWN: DFR
DATE: 05/10/2017
HEI #: 15-197
SHEET NO:
LP-1

EVERGREEN
DESIGN GROUP
(800) 680-6630
15305 Dallas Pkwy Ste 300
Addison, TX 75001
www.landscape-consultants.net



TOWN COUNCIL AGENDA ITEM NO. 16

REGULAR ITEM

DATE: February 7, 2022

FROM: David Bauer, Construction Manager

ITEM: Consider approval of a Professional Services Agreement for a Feasibility Study for the Cultural Arts Center, with Oxley, Williams, Tharp Architects PLLC., In the amount of \$26,400.00 and for the Mayor to execute this agreement on behalf of the Town.

BACKGROUND INFORMATION: On October 1, 2018, Town Council adopted the Cultural Arts Master Plan which recommended the Town explore the development of a Cultural Arts Center. On October 7, 2019, Town Council approved a consulting agreement with Webb Management Services and approved Phase 1 – Cultural Arts Center Feasibility Study. On August 17, 2020, Town Council approved Phase 2 – Cultural Arts Center Business Plan.

The State approved reappropriating the funds for a cultural arts center into their next budget (next two years). The Town has remaining funds available of \$2,144,469.30 toward a cultural arts center.

This agreement will provide for a feasibility study of an existing building and site located at 1800 Timber Creek Rd. in Flower Mound, consisting of approximately 30,000 square feet. The study shall be limited to assessing the building's capability of being modified to suit the program for a Cultural Arts Center. The structural system will be evaluated to the extent possible based on readily accessible observation (demolition to access concealed areas not included) and will be based on the available drawings indicating the existing structural components. An illustrative floor plan and conceptual cost estimate will accompany the study to indicate an opinion of probable cost based on the information available. A conceptual floorplan of a new facility will be developed to illustrate the program and to generate a conceptual cost estimate for a comparison of renovation versus new construction.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: Council has the option to approve or deny this item. If denied, the feasibility study action would not take place.

FISCAL IMPACT: \$26,400.00

Proposed Expenditure/(Revenue):	Account Number(s):
\$26,400.00	370-719-34210-5110

Finance Review by: Tammy Wilson, Executive Director of Fiscal and Administrative Services/CFO *tw*

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Professional Services Agreement

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

THE STATE OF TEXAS §
COUNTY OF DENTON §

**PROFESSIONAL SERVICES AGREEMENT WITH
Oxley, Williams, Tharp Architects, PLLC.**

This contract is entered into on this 7 day of February, 2022, by and between the **TOWN OF FLOWER MOUND, TEXAS**, a municipal corporation located in Denton County, Texas, (hereinafter referred to as "TOWN"), acting by and through its Mayor, and **Oxley, Williams, Tharp Architects, PLLC.**, ("hereinafter referred to as "CONSULTANT") whose address is 509 Pecan Street, Suite 100, Fort Worth, Texas 76102.

RECITALS

WHEREAS, TOWN desires to obtain professional services from CONSULTANT relative to study, evaluate structural, mechanical, and electrical systems, provide preliminary programing documents and cost estimates for the project; and

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

TERMS OF AGREEMENT

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

I.

Employment of Consultant

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

II.

Scope of Services

CONSULTANT shall perform such services as are necessary to provide services for the Cultural Arts Center Feasibility Study project specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Six Thousand Four Hundred and No/100 Dollars (\$26,400.00) which includes Two Thousand and No/100 Dollars (\$2,000.00) in reimbursable expenses for mileage and printing charges. This total payment for services includes CONSULTANT’s ordinary expenses. Additional expenses and charges, which are extraordinary in nature, must be approved in advance by TOWN in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the TOWN pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses or charges not approved in writing in advance by the TOWN shall remain the sole responsibility of the CONSULTANT. If CONSULTANT retains any subcontractors to perform any of the work, CONSULTANT acknowledges that payments to such subcontractors are due and payable in accordance with the provisions of Texas Government Code Section 2251.022, and that interest on unpaid and overdue amounts shall accrue in accordance with Texas Government Code Section 2251.025.

Each month CONSULTANT will submit to TOWN an invoice for supporting the percentage for which payment is sought by CONSULTANT during the previous month for which payment is sought. Each invoice shall also state the percentage of work completed on the Project, the total of the current invoice amount and a running total balance for the Project to date.

Assuming that TOWN agrees with the invoice, that TOWN has not determined any of the work to be unsatisfactory, or that TOWN otherwise does not dispute any of the amounts billed, TOWN shall make payments in the amount shown by CONSULTANT’s approved monthly statements and other documentation submitted in compliance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251.

Nothing contained in this Contract shall require TOWN to pay for any work that TOWN has determined has not been successfully completed or is unsatisfactory as determined by TOWN, or which is not otherwise submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this

section constitute a waiver of any right, at law or in equity, which TOWN may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

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

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

V.
Term

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

VI.
Contract Termination Provision

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

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of TOWN and shall be delivered to TOWN without restriction on future use. CONSULTANT shall provide documents in any

commonly-used electronic file format as requested by TOWN. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.

Insurance

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

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

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

The following policies and coverage shall be required:

1. Worker's Compensation Insurance (as required by law) with the policy endorsed to provide a waiver of subrogation as to TOWN; such policy to provide for Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease-each employee, \$500,000.00 disease-policy limit;
2. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractor's and Contractual Liability, including but not limited to coverage for all of the indemnification obligations of

CONSULTANT under this Contract, and fully insuring CONSULTANT's liability for injury to or death of employees of TOWN and of third parties, extended to include personal injury liability coverage and for damage to property of third parties, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis;

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

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

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

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

David Bauer
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

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

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

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

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

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against TOWN, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against TOWN for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by TOWN regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

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

IX. **Right to Inspect Records**

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

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

X. **Successors and Assigns**

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

XI.
CONSULTANT's Liability

Acceptance of the final plans by the TOWN shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by TOWN for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants. In this regard, CONSULTANT acknowledges that TOWN is retaining CONSULTANT to provide the services described herein, in reliance upon CONSULTANT's specialized expertise and experience, and in reliance thereon.

XII.
Indemnification

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

CLAIM, AND SUCH ELECTION SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS UNDER THIS SECTION.

XIII.
Independent Contractor

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

XIV.
Default

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

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

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

XV.
Provisions Surviving Termination

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

XVI.
Changes

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

XVII.
Conflicts of Interest

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

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

XVIII.
Confidential Information

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

CONSULTANT, or are required to be disclosed by a governmental authority or by law, as determined by TOWN's attorney.

XIX.
Notice Information

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

David Bauer
Construction Manager
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028
972-874-6308 Telephone

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

Andrew Oxley
Principal
Oxley, Williams, Tharp Architects PLLC.
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
817 993-9844 Telephone

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

XX.
Applicable Law

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

XXI.
Non-Discrimination

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

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

XXII.
Arbitration

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

XXIII.
No Waiver of Governmental Immunity

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

XXIV.
Severability

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

XXV.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or

indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVI.
Entire Agreement

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

XXVII.
Non-Waiver

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

XXVIII.
Headings

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

XXIX.
Venue

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

XXX.
No Third Party Beneficiary

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

[The remainder of this page is left blank intentionally]

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

THE TOWN OF FLOWER MOUND, TEXAS

By: _____
The Honorable Derek France
Mayor, Town of Flower Mound

Date Signed: _____

Attest:

Town Secretary

CONSULTANT:
Oxley, Williams, Tharp Architects PLLC.

By: [Signature]
Name: ANDREW OXLEY
Title: PRINCIPAL

Date Signed: JAN. 18, 2022

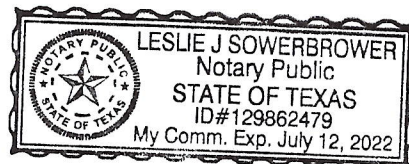
State of Texas §
 §
County of TARRANT §

This instrument was acknowledged before me on the 18th day of JANUARY, 2022, by ANDREW OXLEY in his capacity as PRINCIPAL of OWT ARCHITECTS, a PLLC Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf of and as the act of _____.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF JAN., 2022.

[Signature: Leslie J. Sowerbrower]
Notary Public, State of Texas

My Commission Expires:
JULY 12, 2022



OWT ARCHITECTS

owtarchitects.com

FLOWER MOUND CULTURAL ARTS CENTER: EXISTING BUILDING STUDY

December 22, 2021

Town of Flower Mound
c/o David Bauer
2121 Cross Timbers Road
Flower Mound, Texas 75028

Project Description:

Study the feasibility of an existing building and site located at 1800 Timber Creek Rd. in Flower Mound, consisting of approximately 30,000 square feet. The study shall be limited to assessing the building's capability of being modified to suit the program for a cultural arts center. The structural system will be evaluated to the extent possible based on readily accessible observation (demolition to access concealed areas not included) and will be based on the available drawings indicating the existing structural components. An illustrative floor plan and conceptual cost estimate will accompany the study to indicate an opinion of probable cost based on the information available. A conceptual floor plan of a new facility will be developed to illustrate the program and to generate a conceptual cost estimate for a comparison of renovation versus new construction.

SCOPE OF SERVICES

Note: Some meetings will be conducted virtually.

Our services will include:

- Coordinate with Owner's Representative to review/generate program requirements to outline space needs. One (1) programming meeting is included
- Produce general Preliminary Programming Documents based on programming meeting and previous study
- Three (3) site visits to the existing building
- Develop conceptual design options for Owner review.
- Generate narrative indicating required architectural, mechanical, electrical and structural modifications to the existing building along with a statement of recommendation.
- Cost Estimator will generate an Opinion of Probable Cost

Not included:

- Construction Documents
- Mechanical, Electrical and Plumbing Engineering beyond assessing the existing services
- Structural Engineering beyond assessing the existing framing
- Civil Engineering



OWT ARCHITECTS

owtarchitects.com

- Surveying
- Platting
- Asbestos Testing
- Geotechnical Investigations
- Materials Testing Laboratory
- Off-site utility assessment
- Environmental Studies

Provided by Owner for Architect's use:

Survey or plat of the property and Geotechnical Report. Drawings of existing building.

Total Compensation for Basic Services

\$24,600.00

Payment Terms:

Invoicing will be monthly based on the percentage of work completed through the end of the month.

Payment is due within 30 days of invoice statement date. Non-payment within the 30 days will result in suspension of the work described above.

Reimbursable Expenses

Mileage

Printing (drawings will be made available in PDF format)

OTHER CONSIDERATIONS

Design Schedule:

As mutually agreed. Please note we can begin immediately upon approval of our proposal.

Ownership of Documents:

The contract documents and specifications or reproduction of them in whole or part shall not be used on any project without the prior written approval from Oxley Williams Tharp Architects. When including graphics produced by Oxley Williams Tharp Architects in marketing materials of any media, credit shall be given to the Architect and noted as such.



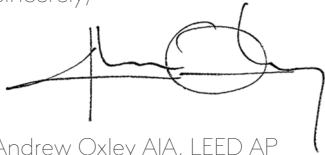
OWT ARCHITECTS

owtarchitects.com

Summary and Acceptance:

By signing below, you accept the terms of this proposal and authorize OWT to begin work on the aforementioned services.

Sincerely,



Andrew Oxley AIA, LEED AP

Oxley Williams Tharp Architects, PLLC.

Accepted by: _____

Date _____

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, P.O. Box 12337, Austin, Texas 78711. 512-305-9000





TOWN COUNCIL AGENDA ITEM NO. 17

BOARDS/COMMISSIONS ITEM

DATE: February 7, 2022

FROM: Theresa Scott, Town Secretary

ITEM: Discuss ongoing training for boards and commissions, as well as staff and legal support roles.

BACKGROUND INFORMATION: This item was requested as a future agenda item at the [November 15, 2021 Town Council meeting](#).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES/OPTIONS: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS: None

DRAFT MOTION: NA



SCHEDULED	2/21/2022	Consent	City Works Migration and Implementation Services
		Consent	Consider approval of Change Order No. 1 for the construction of the Colonial Drive Reconstruction Phase II (Whitney Lane to Homestead Street) project, amending the contract with Quality Excavation, LLC, to provide for an increase to the contract in the amount of \$92,600.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider Approval of the purchase of traffic signal detection systems, signal cabinets, and traffic related parts, in the estimated annual amount of \$250,000.00, from Mobotrex, through the BuyBoard Cooperative Purchasing contract.
		Consent	Consider approval of a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the design phase services associated with the FM2499 at FM407 Intersection Improvements project, in the amount of \$298,550.00; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Consider approval of a resolution authorizing the submission of a grant application with the Office of the Governor for the 2023 Victim Assistance, First Responder Mental Health Program; authorizing the Town Manager to act on behalf of the Town of Flower Mound in all matters related to the application; authorizing acceptance of funds if awarded; and pledging that if funding for this project is received, the Town will comply with all project requirements of the Office of the Governor.
		Consent	Consider approval of the minutes from a regular meeting of the Town Council held on February 7, 2022.
		Consent	Consider approval to replace the recording software and Audio & Video equipment in Municipal Court in the amount of \$92,893.08.
		Consent	Consider approval of a Professional Services Agreement with Pacheco Koch Consulting Engineers, LLC, for the design phase services associated with the Royal Oaks Water Line Replacement Phase I project, in the amount of \$71,399.00; and authorization for the Mayor to execute same on behalf of the Town.
		Presentation	Salvation Army to present a thank you to Town of Flower Mound
		Presentation	Proclamation and presentation of Hometown Hero-Duke Carrillo

SCHEDULED	2/21/2022	Regular	Consider a Site Plan (SP21-0009 – Doctor's Urgent Care) to develop a medical office, with a request for a deviation to computing parking and loading requirements pursuant to Section 82-73 of the Code of Ordinances, a partial exception to Section 82-302, Compatibility buffer of the Code of Ordinances and a waiver to Architectural Standards in the Town's Urban Design Plan for roof pitch. The property is generally located east of Long Prairie Road and north of Forest Vista Drive. (P&Z recommended approval/denial by a vote of 0 to 0 at its February 14, 2022, meeting.)
		Regular	Public Hearing to consider an application for a tree removal permit (TRP19-0020) for eight (8) specimen trees on property proposed for development as Silveron Park. The property is generally located south of Long Prairie Road and east of Lakeside Village Boulevard. (The Environmental Conservation Commission recommended approval by a vote of 6-0-0 at its October 1, 2019, meeting).
		Regular	Placeholder: Review the timeline of the application process between P & Z and Council
		Regular	Public Hearing to consider an ordinance amending the zoning (ZPD18-0014 – Silveron Park) from Planned Development District No. 31 (PD-31) with Campus Commercial District (CC) uses to Planned Development District No.171 (PD-171) with Campus Commercial District (CC) and multifamily uses, and with certain waivers, exceptions and modifications to the Code of Ordinances. The property is generally located south of International Parkway and east of Lakeside Village Boulevard. (On January 10, 2022, P&Z moved to table this item to its January 24, 2022, meeting by a vote of 6 to 0.) (On January 19, 2022 the Applicant formally requested to reschedule the public hearing for the February 14, 2022 P&Z meeting, and the February 21, 2022 Town Council meeting.) (P&Z recommended approval/denial by a vote of 0 to 0 at its February 14, 2022, meeting.)
	3/7/2022	Consent	Consider approval of a Construction Agreement with CONSTRUCTION COMPANY for the Hillside Water Line Connection project, in the amount of \$XXX; and authorization for the Mayor to execute same on behalf of the Town.
		Consent	Oak Street Lift Station Phase IV - Construction Award
		Consent	Timber Creek Water & Sewer Replacement - PSA for S.U.E.
		Consent	Chinn Chapel Soccer Complex Drainage Improvements - Design Award
		Consent	Grand Park - Construction Award
		Consent	xxxxxxxxx
		Consent	Consider approval of an ordinance amending Appendix A "Fee Schedule" to update Library fees.
	3/21/2022	Consent	Consider approval of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2021.

SCHEDULED	3/21/2022	Consent	Oak Street Lift Station & Force Main - Testing Award
		Consent	Morriss Road Water Line Phase III - Construction Award
		Presentation	School Liaison Committee Update
		Presentation	Proclamation and presentation of Hometown Hero-Austin McDaniel
	4/18/2022	Presentation	Community Development Corporation and Parks Board Update
	5/16/2022	Presentation	Transportation Commission Update
	5/18/2022	Consent	Placeholder: Canvass May 7 election
	6/16/2022	Presentation	All Together Flower Mound Commission Update
	6/20/2022	Presentation	Veterans Liaison Board Update