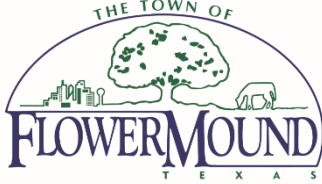


Town Council Regular Meeting



March 3, 2025
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

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

AGENDA

A. CALL TO ORDER

B. INVOCATION

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

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

D. PUBLIC COMMENT

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

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

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

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

E. ANNOUNCEMENTS

1. Announcements from the mayor and council members

F. TOWN MANAGER'S REPORT

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

G. FUTURE AGENDA ITEM(S)

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

H. COORDINATION OF CALENDARS

1. March 17 - Regular Meeting
2. March 20 - Work Session

I. CONSENT ITEM(S)

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

1. Minutes - 2/17 & 2/20 - Consider approval of the minutes from a regular meeting held on February 17, 2025, and a work session held on February 20, 2025.
2. Canceling General Election - Consider approval of an Ordinance of the Town of Flower Mound, Texas canceling the May 3, 2025, General Election and declaring each unopposed candidate elected to Office, and providing an effective date.
3. Wood Chipper Purchase - Parks Division - Consider approval of the purchase of a Bandit Intimidator 15 XPC Trailer Mounted Wood/Brush Chipper per Town specifications and vendor quote in the amount of \$59,030.40 utilizing the Sourcewell Cooperative Contract #051119-BAN.
4. Purchase vehicle/equipment (2) - Animal Services - Consider approval of purchasing (2) Animal Services F350 with equipment package as per Town of Flower Mound specifications and vendor estimate from Sam Packs 5 Star Ford and Defender Supply in the amount of \$151,102.14.
5. Purchase vehicle/equipment (5) - Police - Consider approval of the purchase of five (5) new 2025 Ford Utility PPV-Hybrid Police Pursuit Vehicles with Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's 5 Star Ford and Upfit Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of \$412,438.00.
6. Purchase K9 vehicle/equipment - Police - Consider approval of the purchase of one (1) new 2025 Chevy Tahoe PPV Police Pursuit Vehicle with Upfit Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Lake Country Chevrolet with Upfit Police/K9 Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of \$93,327.70.
7. Purchase vehicle/equipment (3) - Police - Consider approval of the purchase of three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit vehicles with spotlight installed per Town of Flower Mound specifications and vendor quote from Sam Pack's 5 Star Ford in the amount of \$150,428.00.
8. Purchase vehicles (3) - Police SRO's - Consider approval of the purchase of equipment/installation with quotes and specifications from Defender Supply to upfit three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit Vehicles for Police Services for one (1) SRO Supervisor and two (2) new SRO officer vehicles in the amount of \$106,841.21.

9. Purchase Dump Truck (2) - Consider approval of the purchase of two 2026 International 33K lb. GVWR Dump Trucks from Southwest International Trucks in the amount of \$240,461.98 utilizing the BuyBoard Cooperative Contract # 723-23.
10. 2025 US Army Corps of Engineer (USACE) Contract - Consider approval of the 2025 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.
11. Change Order 1 - Oak Street Lift Station and Forcemain Phase IV - Consider approval of Change Order No. 1 for the Oak Street Lift Station and Forcemain Phase IV project, amending the contract with Fort Worth Civil Constructors LLC to provide an increase to the contract in the amount of \$84,069.66.
12. Historical Item Loan - Gibson Grant Log House - Consider approval of a Historical Items Collection Loan for several items at the Gibson Grant Log House; authorizing the Town of Flower Mound to enter into a loan agreement.
13. Historical Items Donation - Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection.

J. REGULAR ITEM(S)

1. Park Naming Recommendation - Consider approval of the naming of the Veterans Plaza area at Peters Colony Memorial Park as the Douglas A. Brown Veterans Plaza. (The Parks Board recommended approval by a vote of 6 to 0 at the February 6, 2025 meeting.)
2. Proclamation - Doug Brown - Special recognition proclamation to Douglas A. Brown.
3. Z25-0001 - Sunrise Circle Lot 24, Block 1 - Public Hearing to consider an ordinance amending the zoning (Z25-0001- Sunrise Circle Lot 24, Block 1) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located east of Stonecrest Road and south of Sunrise Circle. (PZ recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.)
4. LDR25-0001 - Land Use Update - Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0001 - Land Use Update) by amending Chapter 82 "Development Standards," Chapter 90 "Subdivisions," Chapter 98 "Zoning," and Appendix A "Fees," related to clarifying and adding exception provisions for setback and landscaping standards, clarifying lot width and depth standards, adding turnaround standards for gated entry of private subdivisions, amending setback standards within the Campus Commercial and Campus Industrial districts, updating accessory dwelling standards, adding standards for parking lot lights, and updating fees related to land development within the Town. (PZ recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.)

K. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board,

L. CLOSED MEETING

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

1. Consultation with Town Attorney.
 - a. Private drainage improvements
 - b. Legal advice regarding the Town's CDBG, SPAN for transportation, and Residential Rehab programs.
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes, including real property located north of FM 1171 and west of US 377, and all matters incident and related thereto.
3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, construction of public improvements, performance related to certain incentive agreements, requests for incentive related proposals to develop real property, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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

M. RECONVENE

N. ADJOURN

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Flower Mound, Texas, in a place convenient and readily accessible to the general public at all times and said Notice was also posted on the Town's website in accordance with GC Section 551.056 on the following date and time: February 27, 2025, at 4:25 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 accommodation or interpretive services must be made 48 hours prior to this meeting by contacting Town Hall at 972.874.6000. Additional time limits will be provided for members of the public that need to address the Town Council through a translator.

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

Town Council Regular Meeting



February 17, 2025
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

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

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Bryn Meredith, Town Attorney
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
Lexin Murphy, Director of Development Services
John Zagurski, Chief Financial Officer
Dale Crown, Senior Project Engineer

B. INVOCATION

Chaplain Liles gave the invocation.

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

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

Mayor Moore led the pledges.

D. PRESENTATION(S)

1. Salvation Army Red Kettle Challenge Results
Mayor Moore accepted a Certificate of Appreciation from Major Dwayne Durham of the Salvation Army for the Town's participation in their Red Kettle challenge this past December.
2. Hometown Hero Proclamation and Banner Presentation for Matthew Boettcher
Mayor Moore recited a proclamation and presented it to Matthew Boettcher.

E. PUBLIC COMMENT

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

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

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

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

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

	Speaker name and address	Subject (as written on the form)
1.	Meghana Bharani, 3901 Dashiell Dr	FM & Quail Run signal
2.	Ashanya Ambekar, 3213 Mark Twain Blvd	FM & Quail Run signal
3.	Scott Langley, 800 Carter Ct	Multi-use paths
4.	Bret Chance, 3709 Old Mill Dr	Eden Ranch
5.	Steven Wood, 3032 Monet Ct	Drainage
6.	Lucille DelVecchio, 7003 Woodridge Dr	Drainage
7.	David Wenzel, 2901 Surveyors Ln	Drainage
8.	Nancy Proctor, 3414 Ridgecrest	Drainage
9.	Wendell Gamble, 3406 Ridgecrest	Drainage issue
10.	Lori Kuykendall	Drainage problem-Ridgecrest/Sunset
11.	Phil DelVecchio, 7003 Woodridge*	Drainage

** Indicates person did not wish to speak*

F. ANNOUNCEMENTS

1. Announcements from the mayor and council members
There were announcements from Mayor/Councilmembers regarding:
 - need for docents at the Gibson Grant Cabin
 - anniversary wishes (Taylor)

G. TOWN MANAGER'S REPORT

1. Capital Improvement Projects
2. Economic Development Projects
3. Organizational Updates
Mr. Childers provided updates on:
 - Tri City Neighborhood Summit
 - Ribbon cutting at the John Ashman Joint Fire Training Tower
 - Controlled burn at Murrell Park on the 20th
 - a. Employee Service Recognition
Mr. Childers recognized the following employees who have reached milestone Town anniversaries:
 - Chuck Dunn
 - Jeffrey Gentry
 - Charles Thrasher

H. FUTURE AGENDA ITEM(S)

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

Mayor Pro Tem Martin asked for a future agenda item to discuss drainage concerns, as mentioned during public comment, in the vicinity of Raintree and Ridgecrest. There was Council consensus to have a future agenda item to discuss this.

I. COORDINATION OF CALENDARS

Mayor Moore confirmed that all members of Council plan on attending the following meetings.

1. February 20 - Work Session
2. March 3 - Regular Meeting

J. CONSENT ITEM(S)

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

ACTION: Brian Taylor moved to approve J.1-7 as presented in the agenda caption. Chris Drew seconded the motion.
AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

1. Minutes 2/3 - Consider approval of the minutes from a regular meeting held on February 3, 2025.
2. PIR Software Purchase - Consider approval of an agreement for an online subscription to Just FOIA Public Information Requests software in the amount of \$62,451.15 over three years and authorization for the Mayor to execute it on behalf of the Town.
3. Vacuum Excavator Purchase - Consider approval of the purchase of one Ditch Witch HX30A Vacuum Excavator w/ listed options from Charles Machine Works/Ditch Witch, in the amount of \$87,297.61 utilizing the Sourcewell Cooperative Contract # 110421-CMW.
4. Dump Truck Purchase - Consider approval of purchasing a Mack GR64FR 12 Yard Dump Truck from Bruckner Truck Sales through HGAC Cooperative Contract # HT06-20, for \$237,804.00.
5. Washer Compactor Equipment Purchase - Consider approval for the purchase of Duperon Headworks Screen and Huber Washer Compactor Equipment from Duperon Corporation for the Wastewater Plant Preliminary Treatment Area in the amount of \$981,000.00; and authorization for the Mayor to execute same on behalf of the Town.
6. 2024 Annual Report - Consider approval of the 2024 Annual Report for the Flower Mound Tax Increment Reinvestment Zone #1 (TIRZ #1) in accordance with Chapter 311 of the Texas Tax Code. (The TIRZ #1 Board unanimously approved by a vote of 5 to 0 at its February 5, 2025, meeting.)
7. Annual Fireworks Displays - Contract - Consider approval of the award of Request for Proposal 2025-2-A for the Annual Fireworks Display to Rushing's Pyrotechnics, LLC., in the annual amount of \$36,000, with the option of four one-

year renewal terms; and authorization for the Mayor to execute same on behalf of the Town.

K. REGULAR ITEM(S)

1. Wichita Trail Reconstruction - Consider approval of the purchase of concrete removal and replacement services from F&F Concrete Construction, LLC, for work associated with the Wichita Trail Reconstruction (Cardinal Drive and High Meadow) project, through Town of Flower Mound contract No. 2023-56-A, Concrete and Drainage Improvement Services, in the amount of \$2,398,952.76. Mr. Crown gave a presentation identifying or noting:

- project overview
- scope of work
- project limits
- concrete failing photos
- project budget and schedule

and he responded to questions from Council regarding:

- asphalt topcoat option

ACTION:	Ann Martin moved to approve K.1. as presented in the agenda caption. Brian Taylor seconded the motion.
AYES:	Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS:	None
ABSTAIN:	None
RESULT:	5 : 0

2. SUP24-0006 - Scrivner Ranch Helistop - Public Hearing to consider an ordinance granting Specific Use Permit No. 495 (SUP24-0006 – Scrivner Ranch Helistop) to permit a helistop. The property is generally located south of Cross Timbers Road and west of Belle Drive. (On January 13, 2025, PZ tabled this item to its February 10, 2025, meeting by a vote of 4 to 3.) (PZ recommended denial by a vote of 6 to 0 at its February 10, 2025, meeting.)

Ms. Murphy gave a presentation identifying or noting:

- general and detailed location
- land use and zoning
- conceptual site plan (7.741 acres)
- site photos
- Town code
- noise standards

- proposed SUP conditions

and she responded to questions from Council regarding:

- residential proximity
- helistop requirement for landing a helicopter
- other helistop locations in town
- if taking off from parking lots and open fields was allowed
- db numbers for helicopters
- consequences for violating the town's code
- how would residents report an illegal landing

There was no applicant presentation.

Mayor Moore opened the public hearing at 7:11 p.m.

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

	SUPPORT	OPPOSITION	QUESTIONS OR COMMENTS ONLY
1.		Sam Huniu, 3414 Ridgecrest	
2.		Damaris McCalley, 3725 Raintree Dr	
3.		Fred Vincent, 3933 Bordeaux Cir	
4.		Marsha Gavitt, 6501 Meadowcrest Ln	
5.		Tyler Radbourne, 7400 Cross Timbers Rd	
6.		Carol Baldocchi, 6409 Hillcrest*	
7.		Eddie Baldocchi, 6409 Hillcrest Rd*	
8.		Cindy Clark, 8704 Baltusrol*	

9.		Greg Santschi, 6405 Meadowcrest Ln*	
10.		Adam Arthouse, 6610 Raintree	
11.		Joella Collier, 3920 Raintree Dr*	
12.		Karl & Barielle SchweiKart, 3915 Raintree*	
13.		Tosca Derrick, 6501 Oakview Dr*	
14.		Bett Derrick, 6501 Oakview Dr*	
15.		Shelagh Legere, 6900 Raintree*	
16.		Alex Legere, 6900 Raintree*	
17.		Tom Brown, 6600 Oakview*	
18.		Corwin Snow, 3822 Raintree*	
19.		Kim Snow, 3822 Raintree*	
20.		Suellyn Martin, 6604 Oakview Dr*	
21.		Joe Krimm, 6949 Hidden Valley Rd*	
22.		Cindy Bell, 6516 Frontier*	
23.		Jean Brown, 6600 Oakview*	

** Indicates person did not wish to speak*

Mayor Moore closed the public hearing at 7:31 p.m.

There was Council discussion regarding:

- noise concerns
- adjacency to homes concerns

- flight zoning
- nearby airport
- possible alternatives nearby
- impact on the environment as well as animals

ACTION: Brian Taylor moved to deny K.2. Janvier Werner seconded the motion.

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

NAYS: None

ABSTAIN: None

RESULT: 5 : 0

L. BOARDS/COMMISSIONS

Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Animal Services Board, Capital Improvements Advisory Committee, Community Development Corporation, Cultural Arts Commission, Denton County Transportation Authority, Environmental Conservation Commission, Historical Commission, Parks Board, School Liaison Committee, SMARTGrowth Commission, Tax Increment Reinvestment Zone Number (TIRZ #1), Tax Increment Reinvestment Zone Number (TIRZ #2), Transportation Commission, and Veterans Liaison Board.

No discussion.

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 indicated below. 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 below-referenced items.

Mayor Moore announced that the Town Council is convening into a closed meeting at 7:36 p.m., pursuant to Texas Government Code Chapter 551, including, but not limited to, Sections 551.071, 551.072, 551.074, and 551.087.

1. Consultation with Town Attorney.
2. Discuss and consider purchase, exchange, lease or value of real property for parks, cultural arts, public safety, public rights-of-way, and/or other municipal purposes and all matters incident and related thereto.

ACTION: Adam Schiestel moved to authorize staff to purchase Drainage Easement and Temporary Construction Easement Property, in association with the Range Wood Drive Drainage Improvements project, and to negotiate for the purchase of the Drainage Easement and Temporary Construction Easement up to the settlement amounts described in this document; and authorization of the Town Manager, or his designee, to close on the Drainage

Easement and Temporary Construction Easement Property should a settlement be reached, to pay all costs associated with said closing in addition to the purchase price of the Drainage Easement and Temporary Construction Easement Property, and to execute all necessary documents at closing on behalf of the Town. Brian Taylor seconded the motion.

AYES: Ann Martin, Adam Schiestel, Chris Drew, Brian Taylor, Janvier Werner
NAYS: None
ABSTAIN: None
RESULT: 5 : 0

3. Discuss and consider resignations, appointments, evaluations, reassignments, discipline, or dismissals for the following boards or commissions: Board of Adjustment/Oil & Gas Board of Appeals, and Planning and Zoning Commission.
4. Discuss and consider economic development incentives, including retail centers, grocers, corporate relocation/expansion/retention, hospitality projects, health care facilities, performance related to certain incentive agreements, and Tax Increment Reinvestment Zone (TIRZ) #1, TIRZ #2, River Walk PID No. 1, Proposed PID, MMDs, and MUDs.

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

N. RECONVENE

The Town Council reconvened into an open meeting at 7:53 p.m. to take action on the above items.

O. ADJOURN

Mayor Moore adjourned the meeting at 7:54 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY

Town Council Work Session



February 20, 2025
Town Hall
2121 Cross Timbers Road
Flower Mound, TX 75028

6:00 p.m.

DRAFT MINUTES

A. CALL TO ORDER

Mayor Moore called the work session to order at 6:00 p.m. with the following members present:

Cheryl Moore, Mayor
Ann Martin, Mayor Pro Tem
Adam Schiestel, Deputy Mayor Pro Tem
Chris Drew, Councilmember Place 2
Brian Taylor, Councilmember Place 3
Janvier Werner, Councilmember Place 4

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

Theresa Scott, Town Secretary
James W. Childers, Town Manager
Tommy Dalton, Assistant Town Manager
Tiffany Bruce, Assistant Town Manager/Town Engineer
JP Walton, Chief Strategic Officer
Blake Manuel, Management Analyst
David Coulon, Police Chief

B. PUBLIC COMMENT

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

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

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

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

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

Speaker name and address	Subject (as written on the form)
--------------------------	----------------------------------

1.	Jessica Trent, 1316 Big Canyon Dr	Support micromobility regulations
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C. WORK SESSION ITEM

1. Presentation of the micromobility survey results and discussion regarding potential micromobility regulations.
Mr. Walton provided background information and Mr. Manuel gave a presentation identifying or noting:

Survey results:

- demographics
- micromobility device usage
- helmet requirements
- safety concerns
- near misses
- penalties and public education
- survey findings

and they, or Chief Coulon responded to questions regarding:

- survey response
- suggestion on dismounting in a crosswalk
- what exactly would be included in the ordinance (types of devices)
- difference between a scientific survey and the survey presented
- enforcement strategy
- educational component
- sidewalk vs streets for scooters
- helmet laws, including whether parking lots would be handled differently

There was Council discussion regarding:

- medical report regarding the use of helmets
- elements that could be proposed for an ordinance
- helmet law options
- interest in not making an ordinance too intrusive but something that gives structure and as a tool that first responders could use in the interest of improving children's safety
- concerns about the Town creating a helmet law and it should be a parental decision
- interest in an education-focused approach
- concerns that if there are no consequences, the behavior will not change

- helmet laws would discourage kids from getting outdoors due to helmet laws and staying home on screens
- use of headphones should not be allowed
- age restrictions

Mr. Walton summarized that staff will craft an ordinance based on tonight's discussion and bring it forward at a future meeting.

D. ADJOURN

Mayor Moore adjourned the meeting at 7:05 p.m. and all were in favor.

TOWN OF FLOWER MOUND, TEXAS

CHERYL MOORE, MAYOR

ATTEST:

THERESA SCOTT, TOWN SECRETARY



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

DATE: March 3, 2025
FROM: Theresa Scott, Town Secretary
ITEM: **Consider approval of an Ordinance of the Town of Flower Mound, Texas canceling the May 3, 2025, General Election and declaring each unopposed candidate elected to Office, and providing an effective date.**

BACKGROUND: The Council, on February 3, 2025, ordered an election to be held on May 3, 2025, for the purpose of electing Council members to Places 1, and 3. The filing deadlines for placement on the ballot and declaration of write-in candidacy have passed with the Town Secretary receiving one application for each place.

Pursuant to Chapter 2 of the Texas Election Code, the Town Secretary shall prepare a written notification that each candidate is unopposed for the election. Upon receipt of notification, the Council is authorized to adopt an ordinance declaring each unopposed candidate elected to office and cancel the General Election. The following candidates are unopposed, and upon approval of an Ordinance to cancel the election, will be declared elected to the specified offices.

Place 1 - Adam Schiestel
Place 3 - Brian Taylor

The candidates will begin their term and official duties on May 14, 2025.

There will be a Special Election on a measure on May 3, 2025. This item only cancels the General Election and not the Special Election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Draft Ordinance_Cancel Election 3.3.25
2. Certification of Unopposed Candidates

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

TOWN OF FLOWER MOUND

ORDINANCE NO. ____ 25

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, ACCEPTING THE CERTIFICATE OF UNOPPOSED CANDIDATES FOR THE OFFICES OF MEMBER OF THE COUNCIL, PLACE 1, AND MEMBER OF THE COUNCIL, PLACE 3; CANCELLING THE MAY 3, 2025 GENERAL ELECTION AND DECLARING EACH UNOPPOSED CANDIDATE ELECTED TO OFFICE; PROVIDING FOR POSTING OF NOTICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Flower Mound, Texas ("Town"), 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, in accordance with state law, a general election has been ordered for May 3, 2025 for the purpose of electing Town Councilmembers to serve on the Town Council via adoption of Resolution No. 06-25 at which time registered voters would elect persons to fill the offices of Member of the Council, Place 1, and Member of the Council, Place 3; and,

WHEREAS, the Town Secretary has certified in writing that each candidate on the ballot is unopposed for election to office; and,

WHEREAS, pursuant to Sections 143.007 and 146.054 of the Texas Election Code (the "Code"), the filing deadlines for placement on the ballot and declaration of write-in candidacy have passed; and,

WHEREAS, in these circumstances, Subchapter C of Chapter 2 of the Code authorizes a governing body of a political subdivision, by order or ordinance, to declare each unopposed candidate elected to office and cancel the election; and

WHEREAS, the Town Council hereby finds and determines that these candidates are unopposed and there are no declared write-in candidates.

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

SECTION 1.

In accordance with Section 2.053(a) of the Code, the following candidates, who are unopposed in the May 3, 2025 general election, are hereby declared elected to office, to each serve a full three-year term and shall be issued a certificate of election:

Council Member, Place 1 – Adam Schiestel

Council Member Place 3 – Brian Taylor

SECTION 2.

Pursuant to Section 2.053(b) of the Code, the May 3, 2025 general election is hereby canceled. The Town Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place used, or that would have been used, in the election.

SECTION 3.

The candidates-elect so named in Section 1 of this Ordinance shall be administered the Oath of Office at Flower Mound Town Hall and may exercise the duties of office at the beginning of the first regular meeting of the Town Council after May 3, 2025, the date which the general election would have been held.

SECTION 4.

The special election ordered by the Town in Ordinance No. 06-25 is not cancelled and shall still be held on May 3, 2025.

SECTION 5.

The facts and matters set forth in the preamble of this Ordinance and order of cancellation are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 6.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, ON THIS THE 3rd DAY OF MARCH, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR OTHER
POLITICAL SUBDIVISIONS (NOT COUNTY) CERTIFICACIÓN DE
CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 3, 2025.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el _____.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) <i>Cargo(s)</i>	Candidate(s) <i>Candidato(s)</i>
----------------------------------	---

Councilmember, Place 1	Adam Schiestel
------------------------	----------------

Councilmember, Place 3	Brian Taylor
------------------------	--------------



Signature (*Firma*)

Theresa Scott

Printed name (*Nombre en letra de molde*)

Town Secretary

Title (*Puesto*)

February 25, 2025

Date of signing (*Fecha de firma*)





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

DATE: March 3, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the purchase of a Bandit Intimidator 15 XPC Trailer Mounted Wood/Brush Chipper per Town specifications and vendor quote in the amount of \$59,030.40 utilizing the Sourcewell Cooperative Contract #051119-BAN.**

BACKGROUND: The Park Services Division of the Parks and Recreation Services Department is requesting the purchase of a Bandit Intimidator 15 XPC trailer mounted wood chipper with options and equipment as identified on quote 178330 dated 2/6/2025. The total cost utilizing the Sourcewell Cooperative Contract #051119-BAN is \$59,030.40.

This purchase is to replace Unit No. 33000-52, a Morbark Beaver trailer mounted wood/brush chipper, and is part of the approved FY24/25 Vehicle Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$59,030.40

Proposed Expenditure/(Revenue)
\$59,030.40

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Documents

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



Bid Award Recommendation

Date: 2/7/2025 – VERF. FY 24-25

Description: **15" Trailer Mounted Wood Chipper**

Qty.: 1

Replaces: 33000-52, a 2018 Morbark Beaver, Trailer Mounted Wood Chipper - Parks

Bidder: Bobcat of North Texas, Todd Lewis, 817-654-2202 tlewis@bobcatofdallas.com
via Bobcat Quote 178330 utilizing Sourcewell Cooperative Contract 051119-BAN

Items: Bandit Intimidator 15 XPC Trailer Mounted Wood Chipper with Options and Equipment as Identified on Quote 178330 Dated 2/6/2025.

Total Cost of Vehicles, Equipment & Installation:

\$59,030.40

It is Fleet Services recommendation to award the bid to **Bobcat of North Texas** in the amount of **\$59,030.40** utilizing the **Sourcewell Cooperative Contract # 051119-BAN**.

Fleet Services Manager

2/7/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION (For Purchase Process)

Date: 12/18/2024
Suggested Vendor: Bobcat of North Texas
Contact (if known): Todd Lewis
Address (if available): 1302 S Stemmons Freeway
Lewisville, TX 75067
Phone/Fax: 214-869-6161

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



G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
VERF	\$ 91,000	1	Intimidator 15XPC 15" Drum Style	\$ 59,030.40	\$ 59,030.40
					-
					-
					-
					-
				TOTAL:	\$ 59,030.40

All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights

Name/Phone Ext.: Clayton Litton / 6421

Approved By: 

APPROVALS:

Fleet Manager: **Bill Sterner**

Unit #(s) to be replaced
or specify NEW Unit: 33000-52

Bid/Solicitation #:

Co-Op/Contract #:

Spec Name: Quote #178330

Sourcewell #051119-BAN

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



Bobcat of North Texas
 1302 S. Stemmons Freeway
 Lewisville, TX 75067
 USA
 469-586-0000 (Phone)
www.bobcatntx.com

QUOTATION

Quote #	Quote Created	Last Updated	Salesperson
178330	February 6, 2025 01:29 PM by Bobcat of North Texas	February 6, 2025 01:34 PM by Bobcat of North Texas	TODD LEWIS

CUSTOMER:

TOWN OF FLOWER MOUND
 212 CROSS TIMBERS RD
 FLOWER MOUND, TX 75028
 United States
 9728746428 (Phone)
 BILLY STERNER (Contact)

INTIMIDATOR 15XPC 15" DRUM STYLE

Qty	Part #	Description
1	MODEL-15XPC	Intimidator 15XPC - 15" Drum Style

STANDARD EQUIPMENT

Qty	Part #	Description
1	STANDARD	24" diameter x 18 3/4" wide chipper drum with (4) 5/8" x 5 1/2" x 9" dual edge knives
1	STANDARD	"Drum Shear Bar" spans full width of the drum mounted in the upper portion of the drum housing potentially creating a slicing action of a winch line or climber's rope
1	STANDARD	"Power slot" assists in maximizing chip velocity. The power slot also provides a place for fine material to escape that might tend to lie in the belly of the drum.
1	STANDARD	30 gallon steel fuel tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	12 gallon steel hydraulic tank with magnetic drain plug, lockable filler cap, and aluminum sight gauge
1	STANDARD	Slide box feed system (includes adjustable spring on each side) with (2) horizontal feed wheels 10 5/8" diameter x 18 3/4" wide, driven by (2) 32.3 CID hydraulic motors.
1	STANDARD	Hydraulic lift cylinder - utilizes a hydraulic cylinder to raise or provide down pressure for the top feed wheel
1	STANDARD	Bottom feed wheel clean out door (opens via spring latch pin allowing dirt and debris to fall out extending knife and component life)
1	STANDARD	360 degree HAND crank swivel discharge (height adjustable) with 12" adjustable chip deflector
1	STANDARD	Clean out and inspection door on discharge bottom
1	STANDARD	Inspection window mounted on top of belt shield (allows viewing of belt and easy way to check belt tension)
1	STANDARD	29" high x 54" wide tapered infeed hopper with 30" fold down infeed hopper tray, heavy-duty taillight covers, and spring lift assists
1	STANDARD	(2) Last chance safety pull cables
1	STANDARD	Round control bar - located around top and sides of infeed hopper with 3 control positions (forward / stop / reverse)
1	STANDARD	Wooden pusher tool with mount on infeed hopper
1	STANDARD	1/4" x 2" x 4" rectangular tubing with a 3/8" x 3" x 6" tubular tongue
1	STANDARD	Frame / Fender supports
1	STANDARD	Lockable aluminum toolbox
1	STANDARD	5/16" (G70) safety chains with spring loaded latch hooks
1	STANDARD	8,000 pound capacity tongue jack with 15" of travel and foot pad
1	STANDARD	12 volt system with rubber mounted LED taillights, 6 prong replaceable coiled power cord & protected heavy-duty wiring with junction box, and LED clearance lights with reflectors.
1	STANDARD	Banded chipper drive belts (adjustable via a sliding engine system)
1	STANDARD	Pressure check kit - Gauge is NOT included

1	STANDARD	Weather resistant manual container
1	STANDARD	Engine disable plug for hood locking pin-preventing engine from operating without pin in place
1	STANDARD	(1) weatherproof machine manual (includes safety, operation and parts sections) also (1) engine and clutch manual is included if applicable
1	STANDARD	Spanish & English combination safety decals

OPTIONS

1	333-28984	Standard Imron Industrial Urethane Green
1	990-RC1626-198	PSI 6.0L, 174 horsepower GAS engine without clutch (Includes 3 year / 3,500 hour engine warranty)
1	700-6000-17	Murphy PV485 panel with reversing auto feed for PSI 174 horsepower engines (Includes 1,000 CCA battery with box) - Panel is mounted on engine shroud with no cover
1	700-1000-89	NACD Spring Loaded Clutch - PSI 6.0 only
1	OPTION-906-5000-	Drive system for engines above 145 horsepower (Includes two 3 groove belts in lieu of a single 4 groove belt)
1	OPTION-906-5000-	Double Teeth (Bottom Feed Wheel) (15XPC)
1	OPTION-915-5000-	Spring Loaded Tool less Trap Door (not available on tandem axle units)
1	OPTION-906-5000-03	Single 8,000 pound Torflex axle with electric brakes (0 degree down trail) (Will be 4 1/2" shorter than 45 degree down trail)
1	990-100406	(2) 215/75R 17.5" tires mounted on 8-bolt heavy-duty gray rims (8,000 pound axles on up)
1	990-100415	Aluminum bolt on fenders (Approximately 1/4" thick)
1	990-100274	2-1/2" Wallace Forge Pintle Hitch
1	900-5908-39	Spare tire mounted on heavy-duty gray rim (215/75R 17.5")
1	OPTION-911-5001-	Bolt on Spare Tire Mount (5/8" Bolts on 6-1/2" Bolt Centers)
1	OPTION-905-5000-	Clean out and inspection door on transition.
1	OPTION-980-1000	Aluminum Bolt On Chock Holders (Does not include chocks)
1	OPTION-980-5001-	Rubber Wheel Chocks (2)
1	OPTION-980-5000-	Pole style cone holder (bolt on)

CUSTOMER TOTALS

Total Unit Price:		\$ 67080.00
Customer Discount:	12.0000 %	- \$ 8049.60
Customer Net Unit Price:		\$ 59030.40
Customer Total:		\$ 59030.40

COMMENTS

Comment

By Bobcat of North Texas on 02/06/2025 01:34 PM

#051119-BAN SOURCEWELL

SIGNATURE

The Buyer, whose name and address appears above, agrees to purchase from the Seller, whose name and address appears above, the above equipment at the prices stated and upon the terms and conditions of this agreement.

X

Signature

Date



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

DATE: March 3, 2025
FROM: Henry Lucio, Captain Special Services
ITEM: **Consider approval of purchasing (2) Animal Services F350 with equipment package as per Town of Flower Mound specifications and vendor estimate from Sam Packs 5 Star Ford and Defender Supply in the amount of \$151,102.14.**

BACKGROUND: The Police Department is requesting the purchase of (2) Animal Services F350 with an equipment package as per Town of Flower Mound specifications and vendor estimate from Sam Packs 5 Star Ford and Defender Supply \$151,102.14 as identified on quote BuyBoard contract # 724-23 and Tarrant County Equipment and Installment Cooperative Contract #F2024117 Addendum 3. This vehicle purchase replaces two vehicles going out of service (42000-01 and 02). This will allow for uninterrupted service to the citizens of the Flower Mound. The funding would come from the vehicle replacement funds.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: There are not any alternatives available at this time

FISCAL IMPACT: \$ 151,102

Proposed Expenditure/(Revenue)
\$151,102

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 5 star Bid Award Recommendation
2. 5 star Fleet Req
3. 5 star Quote
4. Defender Bid Award Recommendation
5. Defender Fleet Req
6. Defender Quote

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



Bid Award Recommendation

Date: 1/23/2025– VERF – FY24-25

Description: **2023 Ford F350 Super-Cab 4x4 Pick-up with 8' bed**

Qty.: 2

Replaces: 42000-01, a 2017 F350 Pick-up and 42000-02, a 2018 F150 Pick-up – Animal Svc.

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

Item: **Two - 2024 Ford F350 4x4 Super Cab Pick-ups with 8' bed, Spray-in bed liner and vehicle options as identified on attached Flower Mound F350 Cooperative Quote Dated 1/23/2025**

Total Cost of Vehicles, Equipment & Installation:

\$111,745.50

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$111,745.50** utilizing the **BuyBoard Cooperative Contract # 724-23**

Fleet Services Manager

1/23/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 9/18/2024
 Suggested Vendor: Sam Packs 5 Star Ford
 Contact (if known): Kevin Moore
 Address (if available): 1635 S. IH 35E
Carrollton TX, 75006
 Phone/Fax: 214-837-7018



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Police Department/Animal Svc.

G/L Account # (if Decision Package)	\$ Amount Estimated	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$140,000.00	2	Ford F-350 4x4 Super Cab	55,872.75	111,745.50
VERF		2	Defender Supply Up-fitting	19,678.32	39,356.64
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	151,102.14

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 42000-01/02
 Spec Name: _____

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: BuyBoard 724-23

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



Bid Award Recommendation

Date: 1/24/2025– VERF – FY24-25

Description: **Animal Control Truck Upfit**

Qty.: 2

Replaces: Vehicle Upfit for 2 Animal Svc Trucks Replacing 42000-01 and 02. – Animal Svc.

Bidder: Defender Supply, Mike Hewitt 903-771-1089, mike@defendersupply.com

Item: **Upfit Equipment/Lighting and Installation as Per Defender Supply Estimate# 41312 Dated 1/23/2025**

Total Cost of Equipment & Installation:

\$39,356.64

It is Fleet Services recommendation to award the bid to **Defender Supply** in the amount of **\$39,356.64** utilizing the **Tarrant County Emergency Equipment and Installation Cooperative Contract # F2024117 Adendum3**

Fleet Services Manager

1/24/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 1/23/2025
 Suggested Vendor: Defender Supply
 Contact (if known): Mike Hewitt
 Address (if available): 845 FM 407 W
Argyle TX 76226
 Phone/Fax: 903-771-1089



Ship/Bill To: Town of Flower Mound
 ATTN: FLEET SERVICES
 Address: 1101 Duncan Lane
Flower Mound, TX 75028
 PO #: _____
 Department Name: Police Department/Animal Svc.

G/L Account # (if Decision Package)	\$ Amount Estimated	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$140,000.00	2	Ford F-350 4x4 Super Cab	55,872.75	111,745.50
VERF		2	Defender Supply - Animal Control Truck Up-fitting	19,678.32	39,356.64
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	151,102.14

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 42000-01/02
 Spec Name: Animal Control Trucks

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: Tarrant Cnty F2024117 adn3
Emerg Eq and Install

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



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/23/2025
Estimate #	41312
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
	** Pricing Per Tarrant County Contract Number to F2024117 Addendum 3 Annual Contract for Emergency Equipment and Installation **				
	TOTAL for 2 each: \$39,356.64				
	Ford F350 Animal Control Truck				
Tint-2Windows-Front	Window Tint - For Two Front Windows		1	95.00	95.00T
	Madico Window Tint 55% Front 2 Windows				
TP-CC-WBOS-25	Troy 25' Wide Body Console, w/Open Storage		1	553.00	553.00T
TP-AC-F150-15-MNT	Troy Floorplate, 2017+ Ford F150-F550		1	148.00	148.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	43.00	43.00T
TP-AC-TB-ARMMNT-58	Troy Console mounted height adjustable arm rest. (Formerly part number AC-ARMMNT-58)		1	149.00	149.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	38.00	38.00T
Misc	Troy 6" external console mount lock box AC-FHDBOX-6		1	177.00	177.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	12.00	24.00T
TP-CM-SDMT-SLS-HAV	Troy Computer Mount, Side Clevis		1	356.00	356.00T
HV-DS-DELL-425	Docking Station wih Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	516.00	516.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	157.00	157.00T

Final sale amount may be subject to state and local sales tax. PLEASE
NOTE: Once this estimate has been approved, either by signature on this
form, written approval referencing the estimate number or the issuance of
purchase order, any changes or cancellations of parts made by the
customer are subject to a 25% restocking fee. Any additional
customer-requested parts/services will be added to the total amount of the
sale.

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Date	1/23/2025
Estimate #	41312
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-F150-LIGHTBAR-X	Defender Supply F150 Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (AMBER/BUE/WHITE with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation. Amber/White, Blue/White Front A/A, B/A Rear No flashing white Mount Siren Speaker on Bottom of Push Bumper		1	5,969.60	5,969.60T
DSP-F150-PUSHBUMPER	Defender Supply F150 Aluminum Textured Coating Push Bumper. Includes Shipping and Installation.		1	837.60	837.60T
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (A/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Amber/Blue/White IONs Side Facing IONs Surface Mount.				1,553.00T
DSP-LICENSEPLATE	Defender Supply License Plate Lighting Package -Includes 2, Rear Facing Tri Color Super LED Light Heads (A/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core/Carbide Only). Includes Installation. Amber/Blue/White Mount on Rear Bumper		1	738.00	738.00T
WH-I3SMMC	Whelen ION Trio Surface Mount in Blue/Amber/White 2 on each side of Kennel 2 on Tailgate		6	89.00	534.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Date	1/23/2025
Estimate #	41312
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation. Blue/White Only		1	429.00	429.00T
DSP-MIRROR-SIDE	Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (A/B/W) with 180° Light Spread and integrated Alley Function firing to the side of the vehicle. Includes Wiring Harness & Installation. Amber/Blue/White		1	1,341.00	1,341.00T
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.		1	151.12	151.12T
Misc	Streamlight Power Cord and Sleeve		1	12.00	12.00T
Misc	Panomara GPSD-6-60-DW antenna , C23F-SM 1-radio 1-cell/AXON		1	279.00	279.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	19.00	19.00T
TC-HAF4013A	HAF4013A Motorola Antenna with Coax (762-870 mHz)		1	112.00	112.00T
TC-HKN4192C	Mobile Power Cable, 20ft, 10 AWG		1	54.00	54.00T
TC-HKN6188B	Remote head power cable plus speaker outs for Motorola XTL 5000		1	64.00	64.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	110.00	110.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	120.00	120.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
Graphics	Printed Reflective or Non Reflective Graphics for Customer's Department w/US/TX Flags		1	349.00	349.00T
Graphics-Install	Professional Installation of Graphics by Defender Supply - Doug		1	225.00	225.00
Misc	20' CAT5 Cable		1	12.00	12.00T
Install	Installation of Above Items not Covered in Groups		1	1,680.00	1,680.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

**DEFENDER SUPPLY™**

845 FM 407 W
Argyle, TX 76226

Date	1/23/2025
Estimate #	41312
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
Install	Installation of Below Customer Supplied Equipment Cradlepoint COR IBR1900 (new w/ harness) Motorola APX6500 2-piece 05 head AXON Trigger only Remove and Remount Animal Control Box/Kennel & Lights Texas Government or Municipality - No Sales Tax		1	2,660.00	2,660.00T
				0.00%	0.00

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Vehicle & Emergency Equipment Total	\$19,678.32
--	--------------------

Signature _____



TOWN COUNCIL AGENDA I.5. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: Daniel Almond, Deputy Police Chief
ITEM: **Consider approval of the purchase of five (5) new 2025 Ford Utility PPV-Hybrid Police Pursuit Vehicles with Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Sam Pack's 5 Star Ford and Upfit Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of \$412,438.00.**

BACKGROUND: The Police Services Department is requesting the purchase of five (5) new 2025 Ford Utility PPV-Hybrid Police Pursuit Vehicles in the amount of \$412,438.00 utilizing HGACBuy Cooperative Contract #VEO5-24. These units are part of the approved Fiscal Year 2024/2025 Vehicle Equipment Replacement Fund (VERF) budget replacing Police Units 43500-101, 102, 103, 104, and 105.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: There are not any alternatives available at this time

FISCAL IMPACT: \$412,438.00

Proposed Expenditure/(Revenue)
\$412,438.00

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req
2. Quote-2 Supervisor Units
3. Quote-3 Patrol Units
4. Defender Quote - Supervisor Upfits (Incl in Unit Quote)
5. Defender Quote - PatrolUpfits (Incl in Unit Quote)
6. Bid Award Recommendation

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)



Date: 2/3/2025
 Suggested Vendor: Sam Packs 5 Star Ford
 Contact (if known): Kevin Moore
 Address (if available): 1635 S IH 35E
Carrollton TX 75006
 Phone/Fax: 972-446-5031

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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$180,000.00	2	2025 Ford Utility PPV - HYBRID - Superv. Build@ \$88,834.00 ea	\$177,668.00	\$177,668.00
VERF	\$270,000.00	3	2025 Ford Utility PPV - HYBRID - Officer Build@ \$78,257.00 ea	\$234,770.00	\$234,770.00
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$412,438.00

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-101, 102, 103. 104.105
 Spec Name: Patrol Replacements

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: HGACBuy VE05-24

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



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

1.28.25

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	FLOWER MOUND	Contractor:	SAM PACKS FIVE STAR FORD
Contact Person:	BILLY STERNER	Prepared By:	KEVIN MOORE
Phone:	817-239-9137	Phone:	214-837-7018
Fax:		Fax:	
Email:	BILLY.STERNER@FLOWERMOUND.GOV	Email:	KEVINMOORE@SPFORD.COM
Product Description	2025 INTERCEPTOR E-POLICE RESPONSE VEHICLES		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 48,760

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
DRIVERS SIDE LED SPOT LAMP	495	POLICE ENGINE IDLE	260
KEY CODE 59E	50	POWER MIRROR	60
NOISE SUPPRESSION BONDS	100	REVERSE SENSING	275
DUAL A/C	INCLUDED		
TAIL LAMP PREP	INCLUDED		
REAR VIEW CAMERA	INCLUDED		
HYBRID	INCLUDED		
RED/WHITE DOME LAMP	INCLUDED		
PRECOLISION ASSIST	INCLUDED		
GRILL WIRING	INCLUDED	Subtotal From Additional Sheet(s):	
REAR DR HDL IN OP	INCLUDED	Subtotal B:	1,240

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
UPFIT BY DEFENDER PER SPECS FOR 2	38,620		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	38,620

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	88,620	=	Subtotal D:	177,240
-------------------	---	--------------------------	--------	---	-------------	---------

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
TRANSPORT	20		
option discounts	-192		
		Subtotal F:	-172

Delivery Date: 2 AFTER PO / 1 ORDERED

G. Total Purchase Price (D+E+F): 177,668



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

1.28.25

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	FLOWER MOUND	Contractor:	SAM PACKS FIVE STAR FORD
Contact Person:	BILLY STERNER	Prepared By:	KEVIN MOORE
Phone:	817-239-9137	Phone:	214-837-7018
Fax:		Fax:	
Email:	BILLY.STERNER@FLOWERMOUND.GOV	Email:	KEVINMOORE@SPFORD.COM
Product Description	2025 INTERCEPTOR E-POLICE RESPONSE VEHICLES		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 48,760

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
DRIVERS SIDE LED SPOT LAMP	495	POLICE ENGINE IDLE	260
KEY CODE 59E	50	POWER MIRROR	60
NOISE SUPPRESSION BONDS	100	REVERSE SENSING	275
DUAL A/C	INCLUDED		
TAIL LAMP PREP	INCLUDED		
REAR VIEW CAMERA	INCLUDED		
HYBRID	INCLUDED		
RED/WHITE DOME LAMP	INCLUDED		
PRECOLISION ASSIST	INCLUDED		
GRILL WIRING	INCLUDED	Subtotal From Additional Sheet(s):	
REAR DR HDL IN OP	INCLUDED	Subtotal B:	1,240

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
UPFIT BY DEFENDER PER SPECS FOR 3	28,114		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	28,114

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	78,114	=	Subtotal D:	234342
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
TRANSPORT	20		
option discounts	-192		
		Subtotal F:	-172

Delivery Date: 2 AFTER PO / 1 ORDERED

G. Total Purchase Price (D+E+F): 234,770

**DEFENDER SUPPLY™****845 FM 407 W
Argyle, TX 76226**

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
	Ford PIU				
	Supervisor				
Tint-2Windows-Front	Window Tint - For Two Front Windows		1	94.00	94.00T
TP-CC-20-UV10-L8	Troy 2020 PI Utility 18" Sloped Console, 10" Slope, 8" level (no floor plate needed, mounts directly to the floor).		1	421.00	421.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	43.00	43.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	34.00	34.00T
TP-AC-TB-ARMMNT-58	Troy Console mounted height adjustable arm rest. (Formerly part number AC-ARMMNT-58)		1	146.00	146.00T
TP-CM-SDMT-SL-HAV	Console mounted computer stand for Havis docking station		1	339.00	339.00T
HV-DS-DELL-425	Docking Station with Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	512.00	512.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	162.00	162.00T
Misc	PKG-MAG-101 Havis Phone Cradle & Magnet Mount		1	74.00	74.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	26.00	52.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	11.00	22.00T
Installation	Installation of Above Console Items		5	140.00	700.00T
DSP-WEAPONLOCK	Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	655.00	655.00T
Misc	TK1553ITU20 - CARGO DECK W/ DRAWER SUPER MAX, TPO SEAT, CPSB (REQUIRED: RP & XL PARTITION & #12VS -SOLD SEPARATELY)		1	1,979.00	1,979.00T

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	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
Misc	PK1130ITU20TM Setina 10XL Horizontal Sliding Window Coated Polycarbonate XL Panel Partition TM (Tall Man)		1	842.00	842.00T
SE-PK0316ITU202ND	Setina Cargo Rear Partition 12VS Stationary Window w/Coated Polycarb		1	548.00	548.00T
Installation	Installation of Above Prisoner Containment Equipment		9	140.00	1,260.00T
DSP-PIU-WINDOWGUAR...	Defender Supply INTERCEPTOR UTILITY Steel Window Guards In Conjunction with Factory or Prisoner Door Panels. Includes Shipping and Installation.		1	559.60	559.60T
DSP-PIU-LIGHTBAR-X	Defender Supply INTERCEPTOR UTILITY Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation.		1	5,895.80	5,895.80T
DSP-SMOKED-54	Smoked lens kit for a 54" light bar. Includes installation.		1	470.00	470.00T
DSP-DUALTONE-X	Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	760.40	760.40T
DSP-PIU-PUSHBUMPER	Defender Supply INTERCEPTOR UTILITY Steel Textured Coating Push Bumper. Includes Shipping and Installation.		1	787.80	787.80T
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,630.00	1,630.00T
	Please do not use 45 degree bracket on side facing IONS				
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	575.00	575.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-LICENSEPLATE	Defender Supply License Plate Lighting Package -Includes 2, Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core/Carbide Only). Includes Installation.		1	720.00	720.00T
Installation	Removal of Whelen Tracers from Current Unit Installation of Customer Supplied Tracers		4.74	140.00	663.60T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation. 2-Blue/White		1	449.00	449.00T
DSP-PIU-REARPILLAR	Defender Supply INTERCEPTOR UTILITY Pillar Light Package - Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation.		1	1,680.00	1,680.00T
DSP-PIU-MIRROR-SIDE	Defender Supply INTERCEPTOR UTILITY Mirror Side Lighting Package - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation. ***Bracketry will fit a 2025+ Ford PIU***		1	1,153.00	1,153.00T
DSP-PIU-LOWFREQSIRE...	Defender Supply Low Frequency Siren Package for Core. Includes Amp, 1 Subwoofer Speaker, Bracket. Includes Installation.		1	1,010.00	1,010.00T
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.		1	140.00	140.00T
DSP-DOME-CARGO	Defender Supply Rear Cargo Dome Light - Includes 2, 3' Round Red/White Dome Light Mounted on the Ceiling of the Cargo Area, Switch, Defender Supply Dome Wire Harness and Installation.		1	270.00	270.00T

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Argyle, TX 76226**

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-DOME-HATCH	Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation.		1	365.00	365.00T
DSP-DOME-REARSEAT	Defender Supply Rear Seat Dome Light - Includes 2 each 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Corresponding Side. Includes Installation. Switch from console area 1 driver side backseat 1 passenger side backseat		1	340.00	340.00T
FS-Z8010009A	Federal Signal 794-AH Cable		1	122.00	122.00T
Installation	Installation of Light Bar Mounted Opticom		1	140.00	140.00T
DSP-CSP-CAMERA	Installation of customer supplied camera system. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **		1	750.00	750.00T
DSP-CSP-CRADLEPOINT	Axon Fleet 3 Installation of customer supplied cradle point, antenna and CAT5e cable. ***Run CAT5e cable from the Cradlepoint to the Computer Dock.*** ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** **** Sales information **** Mounting Location? -		1	231.00	231.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-CSP-RADIO2PC	Installation of Customer Supplied 2 Piece Radio and 1 Antenna. (Additional Antennas and/or GPS are Extra) ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** Motorola APX-6500 2 piece		1	533.00	533.00T
CDW-P1063406-031	ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG, 12-24V, QLN/ZQ5/ZQ6		1	71.00	71.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	329.00	329.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	19.00	19.00T
SL-22052	Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		1	12.00	12.00T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	11.00	11.00T
Installation	Installation of Above Emergency Equipment not covered in groups		9	140.00	1,260.00T
Graphics	Printed Reflective or Non Reflective Graphics for Customer's Department		1	677.00	677.00T
Graphics-Install	Professional Installation of Graphics by Defender Supply		1	225.00	225.00
Misc. Shop Supplies	20' CAT5 from computer to cradlepoint		1	11.00	11.00T
Misc. Shop Supplies	20' HDMI from computer to screen in rear for command		1	11.00	11.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
Misc	Custom TruckVault Drone Responder 7, Top Radio Panel, Top Trim, Two Drawers, White Map Board - flip up HD table, storage below, Monitor Cubby with Mount for 27" Monitor, Radio panel horizontal and 20% away from the front, Shipped loose for Customer Install Vehicle Model/Year: 2025 Explorer Interceptor PPV Prisoner Cage/ K9: Yes Rear Barrier Drawer Fronts: Black Composite Exterior Carpet Color:Black Drawer Interior Carpet:Gray Drawer Lock(s): Push Button with key override - Drawer A Drawer Lock: Black T-handle - Drawer B Includes shipping For use with Setina Rear Cargo Barrier		1	5,770.00	5,770.00T
TV-P-959	Custom Design Charge Custom Fee - Standard		1	250.00	250.00T
TV-P-401	Truck Vault Divider Package - 2 Long & 2 Side to Side Include holders & screws.		1	160.00	160.00T
Installation	Installation of Truck Vault and Inverter		4	140.00	560.00T
CC-XANTREX1000	Xantrex Technology Inc, 806-1210 Inverter Prowatt Sw 1000 & 808-9001 PROwatt SW Remote Switch		1	489.00	489.00T
RD-170635-000	12-volt vehicular power cable for Cradlepoint		1	35.00	35.00T
TC-HAF4013A	HAF4013A Motorola Antenna with Coax (762-870 mHz)		1	55.00	55.00T
TC-HKN4192C	Mobile Power Cable, 20ft, 10 AWG		1	55.00	55.00T
TC-HKN6188B	Remote head power cable plus speaker outs for Motorola XTL 5000		1	64.00	64.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	92.00	92.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	97.00	97.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	87.00	87.00T

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**DEFENDER SUPPLY™****845 FM 407 W
Argyle, TX 76226**

Date	12/10/2024
Estimate #	41001
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Item	Description	Location	Qty	Price	Total
DSP-CSP-RADAR	Installation of customer supplied radar. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** Stalker DSR-2X with Stalker Brackets		1	246.00	246.00T
Installation	Removal of Stalker Radar from existing unit		1	140.00	140.00T
AC-155-2055-08	Stalker 8 ft. Antenna Cable		1	97.00	97.00T
AC-155-2591-20	20' cable for Stalker DSR-2X rear radar antenna		1	166.00	166.00T
AC-200-0623-00	VSS Cable Kit W/Serial Port--Caprice, Charger, Durango, Ram, F-150, Interceptor-Sedan, Interceptor-SUV		1	172.00	172.00T
AC-155-2211-00	Stalker Remote Display Interconnect Cable		1	93.00	93.00T
AC-200-0750-01	Stalker VSS Divider/1 Module, for the 2021+ Chevrolet Tahoe 9C1 & SSV's		1	55.00	55.00T
Misc	40" LED 1080 Television		1	168.00	168.00T
	Customer Supplied Equipment (new in box) APX-65002 pc radio Radio Speaker Antenna Coax Axon Fleet 3 Cradle Point Stalker Radar Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total	\$38,619.20
--	--------------------

Signature _____

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/8/2024
Estimate #	39879
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
	2024 Ford Explorer Hybrid OFFICER x3				
Tint-2Windows-Front	Window Tint - For Two Front Windows Madico Onyx 55%		1	79.00	79.00T
TP-CC-20-UV10-L8	Troy 2020 PI Utility 18" Sloped Console, 10" Slope, 8" level (no floor plate needed, mounts directly to the floor). Faceplates: Cencom Motorola APX6500 Radio - 2 Piece		1	424.00	424.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	39.00	39.00T
TP-AC-TB-ARMMNT-58	Troy Console mounted height adjustable arm rest.		1	124.00	124.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	31.00	31.00T
TP-CM-SDMT-SLS-HAV	Troy Computer Mount, Side Clevis		1	315.00	315.00T
HV-DS-DELL-425	Docking Station with Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	529.00	529.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	189.00	189.00T
PG-PRPSP4704UIN20A	Pro-Gard recessed partition with center sliding poly window for a 2020+ PI SUV		1	778.00	778.00T
PG-S4705UIN20OSB	Pro-Gard Charcoal Grey ABS Standard Straight Back Transport Seat with Wire Mesh Screen & Outboard Seat Belts for the 2020+ Ford Interceptor Utility SUV		1	1,671.00	1,671.00T
PG-DPCP47UIN20	Pro Gard Rear Door Handle Covers for 2020+ Ford Interceptor Utility SUV		1	39.00	39.00T
PG-WB47NPUIN20	Pair, Steel Window Bars (for use with O.E.M. door panels only) for the 2020+ PI SUV		1	233.00	233.00T
SE-GK10342UHK	Setina Dual T-Rail Weapon System with handcuff key		1	349.00	349.00T

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**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/8/2024
Estimate #	39879
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
SE-PG7529	Setina T-Rail Universal Lock, EoTech Bracket		1	14.00	14.00T
DSP-PIU-LIGHTBAR-X	Defender Supply INTERCEPTOR UTILITY Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation. Smoke Lens		1	5,865.80	5,865.80T
DSP-DUALTONE-X	Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	764.17	764.17T
WH-I3SMJC	Whelen Surface Mount ION Trio Light Head in Red/Blue/White 2-Side Push Bumper 2-Running Board (1 each RB centered)		2	89.00	178.00T
WH-I3JC	Whelen Trio Color Llinear ION Red/Blue/White 4 Push Bumper Front Facing 2 Each Quarter Glass 2 Rear License Plate		8	89.00	712.00T
WH-IONBKT1	Whelen Universal Horizontal Metal License Plate Bracket for Two Light Heads		1	24.00	24.00T
WIRE-BUMPER-U-EXTE...	Defender Supply Push Bumper Extension Harness. Works with Most Vehicles.		1	93.00	93.00T
WIRE-CARGO-SUV-DVI	Defender Supply Cargo Harness for Core Using DVI Patterns. Works with SUVs.		1	95.00	95.00T
WIRE-HATCH-SUV-X	Defender Supply Hatch Harness for Core. Works with SUVs		1	83.00	83.00T
DSP-PIU-MIRROR-SIDE	Defender Supply INTERCEPTOR UTILITY Mirror Side Lighting Package - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.		1	1,219.00	1,219.00T

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Argyle, TX 76226

Date	8/8/2024
Estimate #	39879
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-PIU-REARPILLAR	Defender Supply INTERCEPTOR UTILITY Pillar Light Package - Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation.		1	1,690.00	1,690.00T
WH-XTLI3JC	Whelen ION-T Linear Trio R/B/W Smoke		6	129.00	774.00T
TPF-MP-RSG/RB	3 each Running Board (like Roanoke) Multipurpose bracket for IONs in Tahoe rear side glass and underside running board IONs for the Explorer (1 part # = 1 unit)		6	10.00	60.00T
WIRE-RUNNINGBOARD-...	Defender Supply Running Board Harness for Core. Works on Most Vehicles. (QNTY 1 = one pair)		1	118.00	118.00T
WIRE-RUNNINGBOARD-...	Defender Supply Running Board Extension Harness (QNTY 1 = one pair)		1	80.00	80.00T
WIRE-CONSOLEEXP-PIU...	Defender Supply Console Harness for Core Expansion 16. Works for Ford Explorer PIU		1	99.00	99.00T
WH-CEM16	Whelen WeCanX Core 16 Expansion Module		1	139.00	139.00T
DSP-PIU-LOWFREQSIRE...	Defender Supply Low Frequency Siren Package for Core. Includes Amp, 1 Subwoofer Speaker, Bracket. Includes Installation.		1	1,097.00	1,097.00T
DSP-DOME-CARGO	Defender Supply Rear Cargo Dome Light - Includes 2, 3' Round Red/White Dome Light Mounted on the Ceiling of the Cargo Area, Switch, Defender Supply Dome Wire Harness and Installation. 2 each Cargo Domes		1	312.00	312.00T
DSP-DOME-HATCH	Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation. Cargo and Hatch Dome on single switch.		1	373.00	373.00T
DSP-DOME-REARSEAT	Defender Supply Rear Seat Dome Light - Includes (1) One 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Corresponding Side. Includes Installation. One Prisoner Dome Centered. Switched at Console.		1	331.00	331.00T
SO-ECVDMTLAL00	Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens	Front Cabin	1	49.00	49.00T

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**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/8/2024
Estimate #	39879
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-PIU-PUSHBUMPER	Defender Supply INTERCEPTOR UTILITY Steel Textured Coating Push Bumper. Includes Shipping and Installation.		1	787.80	787.80T
DSP-FLASHLIGHT-LG	Defender Supply Full-Size Rechargeable Metal Multi-Function LED Flashlight. --Mounted to the passenger side of the console. -Flashlight Switches Provide Momentary or Constant-On Functionality with User-Selectable High (350 Lumens), Medium (160 Lumens) or Low (10 Lumens)-Brightness Settings as well as a Disorienting Strobe.		1	365.00	365.00T
ARC-RBDM-G55WW-17-...	4G/5G, 5-in-1 Antenna for Mobile Cellular Routers with 17 ft. Cables (Band 71, CBRS, WiFi6)		1	229.00	229.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	21.00	21.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	28.00	56.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	12.00	24.00T
RD-170635-000	12-volt vehicular power cable for Cradlepoint		1	51.00	51.00T
Misc	Stalker Radar Cables		1	222.00	222.00T
Misc	Opticom Cable		1	112.00	112.00T
	CABLES for RADIO				
TC-HAF4013A	HAF4013A Motorola Antenna (762-870 mHz)		1	69.00	69.00T
TC-HKN4191B	Main radio power cable		1	29.00	29.00T
TC-HKN6188B	Power cable plus speaker outs for Motorola XTL 5000		1	56.00	56.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	77.00	77.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	76.00	76.00T
TE-NMO58UPL	3/4" Thru-hole Mounts, 17' solid core coax cable		1	24.00	24.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
CT-EC16365	Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.		1	168.00	168.00T
TP-CP-GB203212-TL	20" W x 32"L x 12" H w/1 draw-latch handle		1	1,126.00	1,126.00T
TP-CP-UV-CARGO-MNT	Cargo Mount spare tire access - Utility Interceptor		1	263.00	263.00T
Graphics-Design & Install	Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Graffix Shoppe		1	555.00	555.00

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**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	8/8/2024
Estimate #	39879
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....

Item	Description	Location	Qty	Price	Total
Graphics-Install	Professional Installation of Graphics by Defender Supply - Doug		1	152.00	152.00
Misc. Shop Supplies	RED Rocker Switches for Cargo Domes		2	5.00	10.00T
CC-P1063406-031	Brazos P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter		1	49.00	49.00T
Installation	Installation of Customer Supplied Items: Cradle Point APX6500 Radio Axon Fleet 2 Video System Stalker Radar Opticom (if square, mount to PB)		13	117.27231	1,524.54T
Installation	Installation of Above Emergency Equipment (not covered in groups)		22	110.00	2,420.00T
Installation	Removal of Below Items from Donor Unit: Cradle Point APX6500 Radio Axon Fleet 2 Video System Stalker Radar Opticom (if square, mount to PB)		4	140.00	560.00T
	Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total	\$28,113.31
--	--------------------

Signature _____



Bid Award Recommendation

Date: 2/3/2025 – VERF – FY24-25

Description: **Patrol – 2025 Ford Police Interceptor Utility Hybrid PPV w/Police Upfit**

Qty.: 5 – (2 Patrol Supervisor Vehicles and Upfit & 3 Patrol Officer Vehicles and Upfit)

Replaces: 43500 -101, 102 (2021 Ford Interceptors) & 103, 104, 105 (2021 Chevy Tahoe's)

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

Item: **5 - 2025 Ford Police Interceptor Utility Hybrid Pursuit Rated Vehicles with Options as Identified on HGACBuy Cooperative Contract Worksheet – “Flower Mound” Dated 1/28/2025.**

Also Includes 2 Supervisor Emergency Vehicle Upfit as per Defender Estimate 41001 and 3 Officer Emergency Vehicle Upfits as per Defender Estimate 39879.

Total Cost of Vehicles, Equipment & Installation:

\$412,438.00

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$412,438.00** utilizing the **HGACBuy Cooperative Contract # VEO5-24**

Fleet Services Manager

2/3/2025

Date



TOWN COUNCIL AGENDA I.6. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: Shane Jennings, Assistant Chief of Police
ITEM: **Consider approval of the purchase of one (1) new 2025 Chevy Tahoe PPV Police Pursuit Vehicle with Upfit Equipment Installed per Town of Flower Mound Specifications and Vendor Quote from Lake Country Chevrolet with Upfit Police/K9 Equipment/Installation Quotes with Specifications from Defender Supply for Police Services in the amount of \$93,327.70.**

BACKGROUND: The Police Services Department is requesting the purchase of one (1) new 2025 Chevy Tahoe PPV Police Pursuit K9 Vehicle for \$93,327.70 utilizing TIPS USA Cooperative Contract #240901. This unit is part of the approved Fiscal Year 2024/2025 Vehicle Equipment Replacement Fund (VERF) budget to replace Police Unit 43500-100.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: There are no alternatives available at this time.

FISCAL IMPACT: \$93,327.70

Proposed Expenditure/(Revenue)
\$93,327.70

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation-K9 Tahoe
2. Fleet Req-K9 Tahoe
3. Quote-K9 Tahoe
4. Defender Install (Incl in Vehicle Quote Alrady)

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



Bid Award Recommendation

Date: 2/5/2025 – VERF FY24-25

Description: **2025 Chevy Tahoe PPV Police Pursuit Vehicle W/ Police/K9 Upfit**

Qty.: 1

Replaces: 43500-100, a 2020 Chevrolet Tahoe - Police

Bidder: Lake Country Chevrolet, Seth Gamblin 512-436-1313
sgamblin.silsbeefleet@gmail.com
Via TIPS USA Cooperative Contract# 240901.

Item: **1 – Black, Chevrolet Tahoe PPV with Emergency Vehicle and K9 Upfit as Per Lake Country TIPS Cooperative Quote Dated 2/4/2025. Includes Defender Emergency Vehicle Upfit Quote #41442**

Total Cost of Vehicles, Equipment & Installation:

\$93,327.70

It is Fleet Services recommendation to award the bid to **Lake Country Chevrolet** in the amount of **\$93,327.70** utilizing the **TIPS USA Cooperative Contract #240901**.

Fleet Services Manager

2/5/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 2/5/2025
 Suggested Vendor: Lake Country Chevrolet
 Contact (if known): Seth Gamblin
 Address (if available): 2152 N. Wheller Street
Jasper TX 75951
 Phone/Fax: 512-436-1313



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
VERF	\$96,000.00	1	2025 Chevy Tahoe PPV W/Police/K9 Upfit	\$93,327.70	\$93,327.70
	\$36,355.20	1	Defender Supply Outfitting (included in total)		-
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$93,327.70

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 43500-100
 Spec Name: Police K9 Replacement

APPROVALS:
 Fleet Manager: Bill Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: TIPS USA #240901

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



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: TOWN OF FLOWER MOUND

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: CHEVY TAHOE PPV

Date: February 4, 2025

A. Bid Item: _____ **A. Base Price:** \$ **50,557.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2025 TAHOE PPV 4WD		5T5	VINYL BACK SEAT	\$ -
L84	5.3L V8 W/AUTOMATIC	\$ 3,995.00		SEATS, FRONT 40/20/40 SPLIT BENCH	\$ -
MQC	10 SPEED TRANS	\$ -		SEATS 2ND ROW 60/40 SPLIT-FOLDING	
PQA	SAFTEY PACKAGE	\$ 875.00		REAR PARK ASSIST / REAR CAMERA	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	\$ -		WHEELS 20"X9" STEEL	
AMF	KEY FOB 4 EXTRA	inc		ASSIST STEPS	
BTV	REMOTE START	inc		BLACK RUBBERIZED VINYL FLOOR	
Total of B. Published Options:					\$ 4,870.00

Published Option Discount (5%) \$ **(217.00)**

C. Unpublished Options

\$= 67.0 %

Description	Bid Price	Options	Bid Price
		EXTERIOR BLACK	
7X3 LEFT HAND LED SPOTLIGHT	\$ 800.00	INTERIOR - JET BLACK CLOTH H1T	
DEFENDER INSTALL 41442	\$ 36,355.20	ESTIMATE ONLY**	
Total of C. Unpublished Options:			\$ 37,155.20

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **350.00**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **-**

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 350 miles \$ **612.50**

H. Subtotal: \$ **93,327.70**

I. Quantity Ordered 1 **x H =** \$ **93,327.70**

J. Trade in: _____ \$ **-**

K. _____

L. Total Purchase Price \$ **93,327.70**



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/30/2025
Estimate #	41442
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
	Tahoe PPV 2WD Street Wheel Package No Spotlight K9 Tahoe				
Tint-4Door-SUV-Reg	Window Tint - All Windows - Medium Size SUV (Tahoe) All 20% including AS1 line		1	325.00	325.00T
DST-RD1	Equivalent to GM Option Code 6N6 - REAR DOOR LOCKS AND HANDLES INOPERATIVE - Rear power locks are inoperable at rear door but operate from drivers position, rear doors can be opened only from outside the vehicle.		1	32.00	32.00T
DST-RD2	Equivalent to GM Option Code 6N5 - REAR DOOR WINDOW SWITCHES INOPERATIVE - Rear windows only operate from drivers position.				32.00T
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.				130.00T
WH-BSFW54XT	Whelen Front Windshield Mounted WexanX FST Trio in Red, Blue & White for the 2021+ Chevrolet Tahoe 9C1 & SSV	Front Visor	1	1,279.00	1,279.00T
WH-SA315U	Whelen 100 watt Heavy Duty Black Plastic Siren / PA Speaker		1	179.00	179.00T
WH-SAK70	Whelen Behind the Grill Siren (Driver or Passenger Side) Speaker Bracket - 2021+ Chevrolet Tahoe 9C1 & SSV and 2023+ Silverado 1500s		1	29.00	29.00T
WH-C399	Whelen Cencom Core Amp Control Module		1	779.00	779.00T
WH-CCTL7	Whelen WeCanX Console Mount 21 Button/Slide Control Head		1	259.00	259.00T
WH-C399K6	Whelen OBD II Canport Installation Kit for C399 for the 2021+ Chevy Tahoe 9C1 & SSV & Suburban		1	89.00	89.00T
TPF-EXP-L	Defender Supply Expansion Module Bracket		1	24.00	24.00T
WH-CEM16	Whelen WeCanX Core 16 Expansion Module		1	159.00	159.00T
WH-CV2V	Whelen Vehicle-to-Vehicle Sync Module		1	100.00	100.00T

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**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Date	1/30/2025
Estimate #	41442
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
IE-5045	ST Blade Compact Fuse Blocks - 4 Circuits		1	36.00	36.00T
EM-2601-1003B	14 position power distribution module with built in timer, ignition, constant, over/under voltage sensing and circuit breaker.		1	171.00	171.00T
EM-TAH-BATT	Defender Supply Buss Bar for 2021+ Chevrolet Tahoe 9C1 & SSV		1	19.00	19.00T
WIRE-MAIN-T-DVI	Defender Supply Main Harness Made for Cencom CORE Using DVI Patterns. Works with 21'.		1	363.00	363.00T
WIRE-ENGINEBAY-T-16	Defender Supply Engine Bay Harness W/ Running Board Supplement for CORE. Works with '21 Tahoe.		1	220.00	220.00T
WIRE-CARGO-SUV-DVI	Defender Supply Cargo Harness for Core Using DVI Patterns. Works with SUVs.		1	95.00	95.00T
WIRE-HATCH-SUV-X	Defender Supply Hatch Harness for Core. Works with SUVs		1	83.00	83.00T
WIRE-DOME-U-CABIN	Defender Supply Universal Cabin Dome Harness.		1	21.00	21.00T
TP-CC-21TH-1008	Troy 2021 Tahoe 18" Standard Console, 10" slope, 8" level Faceplates: TP-FP-MXTL2500 TP-TP-FP-WCENCOM-JD TP-FP-BLNK1 TP-FP-BLNK3		1	449.00	449.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	38.00	38.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	44.00	44.00T
TP-AC-SIDEARM-12	Deluxe Arm Rest 12' Long Side-Mount Arm Rest On L Bracket, Height Adjustable		1	132.00	132.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	32.50	65.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	26.00	52.00T
TP-CM-SDMT-SLS-HAV	Troy Computer Mount, Side Clevis		1	356.00	356.00T
HV-DS-DELL-425	Docking Station wih Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	544.00	544.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	189.00	189.00T
SE-GK10261LTHK	Setina T-Rail Mount for Trunk Tray, Large Lock		1	262.00	262.00T
SE-PG7529	Setina T-Rail Universal Lock, EoTech Bracket		1	29.00	29.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/30/2025
Estimate #	41442
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-TAH-REARTA-X	Defender Supply TAHOE Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ... - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		1	1,419.00	1,419.00T
DSP-TAH-LOWFREQSIR...	Defender Supply Low Frequency Siren Package for Core. Includes Amp, 2 Subwoofer Speakers, Brackets. Includes Installation.		1	1,092.00	1,092.00T
WH-PSJ02FCR	Whelen Strip-Lite Plus Surface Mount Super-LED Series DUO, Red/Blue	Rear Side Glass	2	106.00	212.00T
WH-TLI2J	Whelen ION T-Series Linear Super-LED DUO Color Surface Mount in Red/Blue Split Heads Under Rear Window Release		2	67.00	134.00T
WH-TLMI2J	MINI ION T-SERIES LT RED/BLUE Side of front bumper in the brake air vent area facing outward		2	69.00	138.00T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation.		1	377.00	377.00T
DSP-TAH-RB-LIGHTSTICK	Defender Supply TAHOE Running Board Light Stick Package - Includes Two Tri Color Super LED Light Sticks (R/B/W), 1 on Each Running Board and an expansion module. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Whelen Tracer R/B/W		1	2,829.00	2,829.00T

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845 FM 407 W
Argyle, TX 76226

Date	1/30/2025
Estimate #	41442
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-TAH-MIRROR-SIDE	Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.		1	896.00	896.00T
WH-3SRCCDCR	Whelen LED Flush Mount Compartment Light in Red & White 2-Prisoner Area 1- Cargo 2-Rear Hatch		5	46.00	230.00T
WIRE-DOME-U-CARGO	Defender Supply Cargo Dome Harness. Works with Tahoe.		1	11.00	11.00T
WIRE-DOME-U-CABIN	Defender Supply Universal Cabin Dome Harness.		2	21.00	42.00T
WIRE-HATCH-SUV-X	Defender Supply Hatch Harness for Core. Works with SUVs		1	83.00	83.00T
DSP-TAH-K9-HALF-DUAL	Defender Supply 1/3 - 2/3 Dual Purpose K9 Transport System Includes Black Powder Coated Aluminum Kennel, Water Bowl, Display Head, Heat Alarm, Door Popper, Fan Kit, Pager and Defender Supply K9 Wire Harness. Includes Shipping and Installation. *Driver K9 Deploy Side. ** DOES NOT INCLUDE CARBON MONOXIDE OR SMOKE DETECTOR **		1	8,710.00	8,710.00T
SL-22052	Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		1	12.00	12.00T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	10.00	10.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	312.00	312.00T
Misc	Panorama GP-IN2624 5:1 Antenna Kit - MIMO LTE, MIMO WiFi, GPS, 16' Cables		1	419.00	419.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	21.00	21.00T
RD-170635-000	12-volt vehicular power cable for Cradlepoint		1	51.00	51.00T
TC-HAF4013A	CABLES for RADIO HAF4013A Motorola Antenna (762-870 mHz)		1	69.00	69.00T
TC-HKN4191B	Main radio power cable		1	29.00	29.00T
TC-HKN6188B	Power cable plus speaker outs for Motorola XTL 5000		1	56.00	56.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket		1	77.00	77.00T
TC-HKN6169B	Motorola Two-Piece Radio Remote Cable		1	76.00	76.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/30/2025
Estimate #	41442
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
TE-NMO58UPL	3/4", Thru-hole Mounts, 17' solid core coax cable		1	24.00	24.00T
TC-HSN4040A	Motorola 13W weatherproof / waterproof external speaker		1	103.00	103.00T
CT-EC16365	Defender Supply Electronic Equipment mounting system with Protection Cover - Mounts to cargo partition in the Rear Cargo Area to Install and Protect Electronic Equipment and Power Distribution for Cleanliness and Easy Maintenance Access.		1	168.00	168.00T
Graphics-Design & Install	Professional Design & Installation of Graphics for Customer's Department by Defender Supply - Graffix Shoppe Non Reflective		1	555.00	555.00
Graphics-Install	Professional Installation of Graphics by Defender Supply - Doug		1	152.00	152.00
CDW-P1063406-031	ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG, 12-24V, QLN/ZQ5/ZQ6		1	71.00	71.00T
Misc	TK0211TAH21 Setina Cargo Single Deck Storage Box		1	1,844.00	1,844.00T
Misc	Stalker II Handheld Radar MDR with Long Dash Mount		1	2,624.00	2,624.00T
Installation	Installation of Customer Supplied Items: Cradle Point APX6500 Radio Axon Fleet 3 SL20 Streamlight Sleeve		11	140.00	1,540.00T
Installation	Installation of Above Emergency Equipment not included in Groups		28	110.00	3,080.00T
DSP-TAH-PUSHBUMPER	DSP-TAH-PUSHBUMPER - Defender Supply TAHOE Steel Textured Coating Push Bumper. Includes Shipping and Installation.		1	661.20	661.20T
DSP-PUSHBUMPER-PKG	DSP-PUSHBUMPER-PKG - Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Texas Government or Municipality - No Sales Tax		1	1,630.00	1,630.00T
				0.00%	0.00

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Vehicle & Emergency Equipment Total	\$36,355.20
--	--------------------

Signature _____



TOWN COUNCIL AGENDA I.7. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: Shane Jennings, Assistant Chief of Police
ITEM: **Consider approval of the purchase of three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit vehicles with spotlight installed per Town of Flower Mound specifications and vendor quote from Sam Pack's 5 Star Ford in the amount of \$150,428.00.**

BACKGROUND: The Police Services Department is requesting the purchase of three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit Vehicles in the amount of \$150,428.00 utilizing HGACBuy Cooperative Contract #VEO5-24. These units are part of the approved Fiscal Year 2024/2025 budget decision package for a new SRO Supervisor and two new SROs.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: All positions would have to keep utilizing vehicles slated for auction or vehicles from the patrol fleet. This would, at times, not provide sufficient vehicles to address current staffing needs for all persons requiring a vehicle to complete their essential job functions.

FISCAL IMPACT: \$150,428.00

Proposed Expenditure/(Revenue)
\$150,428.00

Account Number(s):
318-560-43500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation -HPPV
2. HGAC Pricing Worksheet
3. Fleet Req

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



Bid Award Recommendation

Date: 1/30/2025 – Decision Pkg. – FY24-25

Description: **SRO – 2025 Ford Police Interceptor Utility Hybrid PPV**

Qty.: 3

Replaces: None – New Fleet Vehicle Additions, SRO – Police.

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

Item: **3 - 2025 Ford Police Interceptor Utility Hybrid Pursuit Rated Vehicles with Options as Identified on HGACBuy Cooperative Contract Worksheet – “Flower Mound” Dated 1/28/2025.**

Total Cost of Vehicles, Equipment & Installation:

\$150,428.00

It is Fleet Services recommendation to award the bid to **Sam Pack Five Star Ford** in the amount of **\$150,428.00** utilizing the **HGACBuy Cooperative Contract # VEO5-24**

Fleet Services Manager

1/30/2025

Date



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

VE05-24

Date
Prepared:

1.28.25

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	FLOWER MOUND	Contractor:	SAM PACKS FIVE STAR FORD
Contact Person:	BILLY STERNER	Prepared By:	KEVIN MOORE
Phone:	817-239-9137	Phone:	214-837-7018
Fax:		Fax:	
Email:	BILLY.STERNER@FLOWERMOUND.GOV	Email:	KEVINMOORE@SPFORD.COM
Product Description	2025 INTERCEPTOR E-POLICE RESPONSE VEHICLES		

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 48,760

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.

(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
DRIVERS SIDE LED SPOT LAMP	495	POLICE ENGINE IDLE	260
KEY CODE 59E	50	POWER MIRROR	60
NOISE SUPPRESSION BONDS	100	REVERSE SENSING	275
DUAL A/C	INCLUDED		
TAIL LAMP PREP	INCLUDED		
REAR VIEW CAMERA	INCLUDED		
HYBRID	INCLUDED		
RED/WHITE DOME LAMP	INCLUDED		
PRECOLISION ASSIST	INCLUDED		
GRILL WIRING	INCLUDED	Subtotal From Additional Sheet(s):	
REAR DR HDL IN OP	INCLUDED	Subtotal B:	1,240

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.

(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered: 3 X Subtotal of A + B + C: 50,000 = Subtotal D: 150000

E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
TRANSPORT	20		
option discounts	-192		
		Subtotal F:	-172

Delivery Date: 2 AFTER PO / 1 ORDERED

G. Total Purchase Price (D+E+F): 150,428

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/11/2024
 Suggested Vendor: Sam Packs 5 Star Ford
 Contact (if known): Kevin Moore
 Address (if available): 1635 S ih 35E
 Carrollton TX 75006
 Phone/Fax: 972-446-5031



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
318-560-43500-6130	\$55,000.00	3	2025 Ford Utility PPV w/ spotlight - HYBRID@ \$50,142.67 ea	\$150,428.00	\$150,428.00
		1	Defender Supply Up-tfitting - Sergeant Build x1		-
		2	Defender Supply Up-tfitting - Officer Build x2		-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$150,428.00

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: NEW - SRO Sgt & Officer
 Decision Package - veh
 included
 Spec Name: _____

APPROVALS:

Fleet Manager: **Bill Sterner**

Bid/Solicitation #:

Co-Op/Contract #: HGAC VE05-24

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



TOWN COUNCIL AGENDA I.8. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: Shane Jennings, Assistant Chief of Police
ITEM: **Consider approval of the purchase of equipment/installation with quotes and specifications from Defender Supply to upfit three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit Vehicles for Police Services for one (1) SRO Supervisor and two (2) new SRO officer vehicles in the amount of \$106,841.21.**

BACKGROUND: The Police Services Department is requesting the purchase of new fleet vehicle emergency equipment/installation for three (3) new 2025 Ford Utility PPV Hybrid Police Pursuit Vehicles in the amount of \$106,841.21 utilizing Defender Supply estimate #41366 (Officer upfit x2) and #41365 (Sgt. upfit x1). These unit upfits are part of the approved Fiscal Year 2024/2025 decision package budget to equip three (3) new SRO vehicles.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: None

FISCAL IMPACT: \$106,841.21

Proposed Expenditure/(Revenue)
\$106,841.21

Account Number(s):
318-560-43500-2300

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Bid Award Recommendation
2. Fleet Req
3. Quote-SRO Officer Build x2
4. Quote-SRO Sergeant Build

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



Bid Award Recommendation

Date: 1/30/2025– Decision Pkg. – FY24-25

Description: **SRO Police Vehicle Upfit Pkg. x3**

Qty.: 2 Officer Vehicle Upfits
1 Sergeant Vehicle Upfit

*Replaces: None – New Fleet Vehicle Emergency Equipment/Installation – Police
2 – SRO Officer Emergency Vehicle Upfits on 2 Ford Police Interceptor Hybrid Vehicles.
1 – SRO Sergeant Emergency Vehicle Upfit on 1 Ford Police Interceptor Hybrid Vehicle.*

Bidder: Defender Supply, Mike Hewitt 903-771-1089, mike@defendersupply.com

Item: Upfit Equipment/Lighting and Installation as Per Defender Supply Estimate# 41366 (Officer Up Fit x2) and Estimate# 41365 (Sgt. Upfit x1)

Total Cost of Equipment & Installation:

\$106,841.21

It is Fleet Services recommendation to award the bid to **Defender Supply** in the amount of **\$106,841.21** utilizing the **Tarrant County Emergency Equipment and Installation Cooperative Contract # F2024117 Adendum3**

Fleet Services Manager

1/30/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 12/11/2024
 Suggested Vendor: Defender Supply
 Contact (if known): Mike Hewitt
 Address (if available): 845 FM 407 W
ARGYLE TX 76226
 Phone/Fax: 903-771-1089



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	Updated Quote	Amount
318-560-43500-6130		3	2025 Ford Utility PPV w/ spotlight - HYBRID		-
318-560-43500-2300	\$58,000.00	1	Defender Supply Up-fitting - SGT Build x1 EST 41365	\$40,774.35	\$40,774.35
318-560-43500-2300	\$58,000.00	2	Defender Supply Up-fitting - Officer Build x2 EST-41366	\$33,033.43	\$66,066.86
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$106,841.21

Name/Phone Ext.: Darren Branch / #6587
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: NEW - SRO Sgt & Officer
Decision Package - veh
included
 Spec Name: Defender SRO Upfits

APPROVALS:
 Fleet Manager: **Bill Sterner**

 Bid/Solicitation #: _____
 Co-Op/Contract #: Tarrant County F2024117
Addendum3 Emer Eq. & Install

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

**DEFENDER SUPPLY™**845 FM 407 W
Argyle, TX 76226

Date	1/27/2025
Estimate #	41366
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
	** Pricing Per Tarrant County Contract Number to F2024117 Addendum 3 Annual Contract for Emergency Equipment and Installation **				
	SRO Ford PIU OFFICER BUILD X2				
Tint-2Windows-Front	Window Tint - For Two Front Windows		1	94.00	94.00T
TP-CC-20-UV10-L8	Troy 2020 PI Utility 18" Sloped Console, 10" Slope, 8" level (no floor plate needed, mounts directly to the floor).		1	421.00	421.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	43.00	43.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	34.00	34.00T
TP-AC-TB-ARMMNT-58	Troy Console mounted height adjustable arm rest. (Formerly part number AC-ARMMNT-58)		1	146.00	146.00T
TP-CM-SDMT-SL-HAV	Console mounted computer stand for Havis docking station		1	339.00	339.00T
HV-DS-DELL-425	Docking Station with Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	512.00	512.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	162.00	162.00T
Misc	PKG-MAG-101 Havis Phone Cradle & Magnet Mount		1	74.00	74.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	26.00	52.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	11.00	22.00T
Installation	Installation of Above Console Items		5	140.00	700.00T
DSP-PIU-PARTITION	Defender Supply INTERCEPTOR UTILITY Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	1,132.78	1,132.78T
	Pro-Gard PRPSP4704UIN20A				

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sale.



DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/27/2025
Estimate #	41366
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-WEAPONLOCK	Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	655.00	655.00T
DSP-PIU-CARGOBARRIE...	Defender Supply INTERCEPTOR UTILITY Cargo Barrier with Mesh Window, Plastic Prisoner Seat with Center Pull Seat Belt System. Includes Shipping and Installation. Pro-Gard PS4705UIN20OSB		1	2,327.20	2,327.20T
DSP-PIU-WINDOWGUAR...	Defender Supply INTERCEPTOR UTILITY Steel Window Guards In Conjunction with Factory or Prisoner Door Panels. Includes Shipping and Installation.		1	559.60	559.60T
DSP-PIU-LIGHTBAR-X	Defender Supply INTERCEPTOR UTILITY Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation.		1	5,895.80	5,895.80T
DSP-DUALTONE-X	Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	760.40	760.40T
DSP-PIU-PUSHBUMPER	Defender Supply INTERCEPTOR UTILITY Steel Textured Coating Push Bumper. Includes Shipping and Installation.		1	787.80	787.80T
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Please do not use 45 degree bracket on side facing IONs		1	1,630.00	1,630.00T
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	575.00	575.00T

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DEFENDER SUPPLY™

845 FM 407 W
Argyle, TX 76226

Date	1/27/2025
Estimate #	41366
Estimate By	Mike
	mike@defendersupply.com
	903-771-1089



Bill To
Town of Flower Mound 2121 Crosstimbers Rd Flower Mound, TX 75028

Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-LICENSEPLATE	Defender Supply License Plate Lighting Package -Includes 2, Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core/Carbide Only). Includes Installation.		1	720.00	720.00T
DSP-PIU-RB-6	Defender Supply Running Board Lighting - Includes Six Dual Color Super LED Light Heads (6x R/W/B), 3 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	2,015.00	2,015.00T
DSP-UNDERHATCH	Defender Supply Under Hatch Lighting Package -Includes 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake Functions Available (Carbide Only). Includes Independent On/Off Switch and Installation.		1	579.50	579.50T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation. 2-Blue/White		1	449.00	449.00T
DSP-PIU-REARPILLAR	Defender Supply INTERCEPTOR UTILITY Pillar Light Package - Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation.		1	1,680.00	1,680.00T
DSP-PIU-MIRROR-SIDE	Defender Supply INTERCEPTOR UTILITY Mirror Side Lighting Package - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation. ***Bracketry will fit a 2025+ Ford PIU***		1	1,153.00	1,153.00T
DSP-PIU-LOWFREQSIRE...	Defender Supply Low Frequency Siren Package for Core. Includes Amp, 1 Subwoofer Speaker, Bracket. Includes Installation.		1	1,010.00	1,010.00T
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.		1	140.00	140.00T

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Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-DOME-CARGO	Defender Supply Rear Cargo Dome Light - Includes 2, 3' Round Red/White Dome Light Mounted on the Ceiling of the Cargo Area, Switch, Defender Supply Dome Wire Harness and Installation.		1	270.00	270.00T
DSP-DOME-HATCH	Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation.		1	365.00	365.00T
DSP-DOME-REARSEAT	Defender Supply Rear Seat Dome Light - Includes (1) Two 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Corresponding Side. Includes Installation. Switch from console area		1	290.00	290.00T
DSP-OPTI-BUMPER	Installation of 794 Opticom/Emitter Mounted on the Push Bumper.		1	1,815.35	1,815.35T
DSP-CSP-CAMERA	Installation of customer supplied camera system. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour **		1	750.00	750.00T
DSP-CSP-CRADLEPOINT	Axon Fleet 3 Installation of customer supplied cradle point, antenna and CAT5e cable. ***Run CAT5e cable from the Cradlepoint to the Computer Dock.*** ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** **** Sales information **** Mounting Location? -		1	231.00	231.00T

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
DSP-CSP-RADIO2PC	Installation of Customer Supplied 2 Piece Radio and 1 Antenna. (Additional Antennas and/or GPS are Extra) ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** Motorola APX-6500 2 piece		1	533.00	533.00T
TP-CP-GB203212-TL	20" W x 32"L x 12" H w/1 draw-latch handle		1	1,229.00	1,229.00T
TP-CP-UV-CARGO-MNT	Cargo Mount spare tire access - Utility Interceptor		1	263.00	263.00T
CDW-P1063406-031	ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG, 12-24V, QLN/ZQ5/ZQ6		1	71.00	71.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	329.00	329.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	19.00	19.00T
SL-22052	Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		1	12.00	12.00T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	11.00	11.00T
Installation	Installation of Above Emergency Equipment not covered in groups		9	140.00	1,260.00T
Graphics	Printed Reflective or Non Reflective Graphics for Customer's Department		1	677.00	677.00T
Graphics-Install	Professional Installation of Graphics by Defender Supply		1	225.00	225.00
	Customer Supplied Equipment (new in box) APX-65002 pc radio Radio Speaker Antenna Coax Axon Fleet 3 Cradle Point Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total	\$33,033.43
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Signature _____



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Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
	** Pricing Per Tarrant County Contract Number to F2024117 Addendum 3 Annual Contract for Emergency Equipment and Installation ** Ford PIU SRO SERGEANT BUILD X1				
Tint-2Windows-Front	Window Tint - For Two Front Windows		1	94.00	94.00T
TP-CC-20-UV10-L8	Troy 2020 PI Utility 18" Sloped Console, 10" Slope, 8" level (no floor plate needed, mounts directly to the floor).		1	421.00	421.00T
TP-AC-INBHG	Troy Products Internal Console Mounted Beverage Holder w/Rubber Fingers		1	43.00	43.00T
TP-AC-TICK-2	Accessory Pocket (3' faceplate, 2' deep)		1	34.00	34.00T
TP-AC-TB-ARMNT-58	Troy Console mounted height adjustable arm rest. (Formerly part number AC-ARMNT-58)		1	146.00	146.00T
TP-CM-SDMT-SL-HAV	Console mounted computer stand for Havis docking station		1	339.00	339.00T
HV-DS-DELL-425	Docking Station wih Standard Port Replication for Dell Latitude Rugged Notebooks 5430, 7330, 5420, 5424 & 7424		1	512.00	512.00T
HV-LPS-137	90 Watt Power Supply (with ferrite bead for in-vehicle EMI suppression) for use with DS-DELL-100,110 Series, DS-DELL-200,210,220,230 Series, DS-DELL-300 Series, DS-DELL-400 Series, and DS-GD-300 Series Docking Stations		1	162.00	162.00T
Misc	PKG-MAG-101 Havis Phone Cradle & Magnet Mount		1	74.00	74.00T
JO-425-3816	Jotto Desk Magnetic Console Mic Clip		2	26.00	52.00T
HV-C-MCB	Havis - Console Mount Mic Clip Bracket		2	11.00	22.00T
Installation	Installation of Above Console Items		5	140.00	700.00T
DSP-WEAPONLOCK	Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	655.00	655.00T

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Item	Description	Location	Qty	Price	Total
Misc	TK1553ITU20 - CARGO DECK W/ DRAWER SUPER MAX, TPO SEAT, CPSB (REQUIRED: RP & XL PARTITION & #12VS -SOLD SEPARATELY)		1	1,979.00	1,979.00T
Misc	PK1130ITU20TM Setina 10XL Horizontal Sliding Window Coated Polycarbonate XL Panel Partition TM (Tall Man)		1	842.00	842.00T
SE-PK0316ITU202ND	Setina Cargo Rear Partition 12VS Stationary Window w/Coated Polycarb		1	548.00	548.00T
Installation	Installation of Above Prisoner Containment Equipment		9	140.00	1,260.00T
DSP-PIU-WINDOWGUAR...	Defender Supply INTERCEPTOR UTILITY Steel Window Guards In Conjunction with Factory or Prisoner Door Panels. Includes Shipping and Installation.		1	559.60	559.60T
DSP-PIU-LIGHTBAR-X	Defender Supply INTERCEPTOR UTILITY Light Bar Package 1 - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated V2V Sync Module, Traffic Advisor and Full Across Take Down/Alley Lighting, Cruise, Photo Cell Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit, 100 Watt Speaker and Bracket, Core Controller, Expansion Module, OBDII Canport Harness Defender Supply Power Distribution and Main Harness. Includes Installation.		1	5,895.80	5,895.80T
DSP-SMOKED-54	Smoked lens kit for a 54" light bar. Includes installation.		1	470.00	470.00T
DSP-DUALTONE-X	Defender Supply Dual Tone Siren Package for Core. Includes Amp, 100 Watt Speaker, Bracket. Includes Installation.		1	760.40	760.40T
DSP-PIU-PUSHBUMPER	Defender Supply INTERCEPTOR UTILITY Steel Textured Coating Push Bumper. Includes Shipping and Installation.		1	787.80	787.80T
DSP-PUSHBUMPER-PKG	Defender Supply Push Bumper Lighting Package - Includes 6, Tri Color Super LED Light Heads (R/B/W), 4 Forward Facing and 2 Side Facing with 45° Brackets. Progressing Flash Patterns with Slide Switch, Take Down, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Please do not use 45 degree bracket on side facing IONs		1	1,630.00	1,630.00T

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-REARSIDEGLASS	Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	575.00	575.00T
DSP-LICENSEPLATE	Defender Supply License Plate Lighting Package -Includes 2, Rear Facing Tri Color Super LED Light Heads (R/B/W), Mounted Horizontally on Each Side of License Plate. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake, Reverse White Functions Available (Core/Carbide Only). Includes Installation.		1	720.00	720.00T
DSP-PIU-RB-LIGHTSTICK	Defender Supply INTERCEPTOR UTILITY Running Board Light Stick Package - Includes Two Tri Color Super LED Light Sticks (R/B/W), 1 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. Red/Blue/White		1	2,627.40	2,627.40T
DSP-HIDEAWAY-TAIL-C...	Defender Supply Tail Light Hide-Away Lighting Package -Includes 2, Dual Color Super LED Light Heads (2x B/W) Inserted in the Reverse Section of the Tail Lights. Cruise, Low Power and White in Reverse Function Available (Configuration 2 Core/Carbide Only). Includes Installation. 2-Blue/White		1	449.00	449.00T
DSP-PIU-REARPILLAR	Defender Supply INTERCEPTOR UTILITY Pillar Light Package - Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation.		1	1,680.00	1,680.00T
DSP-PIU-MIRROR-SIDE	Defender Supply INTERCEPTOR UTILITY Mirror Side Lighting Package - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation. ***Bracketry will fit a 2025+ Ford PIU***		1	1,153.00	1,153.00T
DSP-PIU-LOWFREQSIRE...	Defender Supply Low Frequency Siren Package for Core. Includes Amp, 1 Subwoofer Speaker, Bracket. Includes Installation.		1	1,010.00	1,010.00T

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Customer Phone	972-874-6037 AP
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Item	Description	Location	Qty	Price	Total
DST-DL1	Equivalent to GM Option Code 6C7 - LIGHTING - Red and white LED front auxiliary dome is located on headliner between front row seats. The auxiliary lamp is wired independently from standard dome lamp. • One 6" round switched Red/White dome light Note: Includes installation.		1	140.00	140.00T
DSP-DOME-CARGO	Defender Supply Rear Cargo Dome Light - Includes 2, 3' Round Red/White Dome Light Mounted on the Ceiling of the Cargo Area, Switch, Defender Supply Dome Wire Harness and Installation.		1	270.00	270.00T
DSP-DOME-HATCH	Defender Supply Rear Hatch Dome Light - Includes 2, 3' Round Red/White Dome Lights Mounted On Rear Hatch, 1 On Each Side, Switch, Defender Supply Dome Wire Harness. Includes Installation.		1	365.00	365.00T
DSP-DOME-REARSEAT	Defender Supply Rear Seat Dome Light - Includes (2) Two 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Independent Switches Mounted on the C-pillar for each Corresponding Side. Includes Installation. Switch from console area 2 Prisoner Area Domes 1-Driver 1-Passenger		1	340.00	340.00T
DSP-OPTI-BUMPER	Installation of 794 Opticom/Emitter Mounted on the Push Bumper.		1	1,815.35	1,815.35T
DSP-CSP-CAMERA	Installation of customer supplied camera system. ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** Axon Fleet 3		1	750.00	750.00T

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accounts payable@flower-mound....



Item	Description	Location	Qty	Price	Total
DSP-CSP-CRADLEPOINT	Installation of customer supplied cradle point, antenna and CAT5e cable. ***Run CAT5e cable from the Cradlepoint to the Computer Dock.*** ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** **** Sales information **** Mounting Location? -		1	231.00	231.00T
DSP-CSP-RADIO2PC	Installation of Customer Supplied 2 Piece Radio and 1 Antenna. (Additional Antennas and/or GPS are Extra) ** All customer supplied equipment is assumed to be either brand new in box or bench tested and fully functional with all necessary vehicle specific cables and brackets – troubleshooting and/or repairing inoperable or incomplete customer supplied equipment will be subject to our normal labor rate of \$140/hour ** Motorola APX-6500 2 piece		1	533.00	533.00T
CDW-P1063406-031	ZEBRA AIT, ACCESSORY, KIT, DC-DC VEHICLE ADAPTER, CIG, 12-24V, QLN/ZQ5/ZQ6		1	71.00	71.00T
RD-GP-IN2148	Panorama GPS-D-2148, GPSD+/C29/C32/C74/CABLES KIT		1	329.00	329.00T
RD-AFM-835	AFM 835 700-800 whip		1	14.00	14.00T
RD-C23F-5M	Radio Cable FRadio Cable FME(ftd) MPL(ftd) 5m CS23 cable		1	19.00	19.00T
SL-22052	Streamlight Charger Sleeve Assembly (SL-20X, SL-20X-LED, SL-20XP-LED) (Cord not included)		1	12.00	12.00T
SL-22051	Streamlight Power Cord for Mobile Charger Sleeve		1	11.00	11.00T
Installation	Installation of Above Emergency Equipment not covered in groups		9	140.00	1,260.00T
Graphics	Printed Reflective or Non Reflective Graphics for Customer's Department		1	677.00	677.00T
Graphics-Install	Professional Installation of Graphics by Defender Supply		1	225.00	225.00
Misc. Shop Supplies	20' CAT5 from computer to cradlepoint		1	11.00	11.00T

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Item	Description	Location	Qty	Price	Total
Misc. Shop Supplies	20' HDMI from computer to screen in rear for command		1	11.00	11.00T
Misc	Custom TruckVault Drone Responder 7, Top Radio Panel, Top Trim, Two Drawers, White Map Board - flip up HD table, storage below, Monitor Cubby with Mount for 27" Monitor, Radio panel horizontal and 20% away from the front, Shipped loose for Customer Install Vehicle Model/Year: 2025 Explorer Interceptor PPV Prisoner Cage/ K9: YES. Setina Rear Barrier Drawer Fronts: Black Composite Exterior Carpet Color:Black Drawer Interior Carpet:Gray Drawer Lock(s): Push Button with key override - Drawer A Drawer Lock: Black T-handle - Drawer B Includes shipping For use with Setina Rear Barrier		1	5,770.00	5,770.00T
TV-P-959	Custom Design Charge Custom Fee - Standard		1	250.00	250.00T
TV-P-401	Truck Vault Divider Package - 2 Long & 2 Side to Side Include holders & screws.		1	160.00	160.00T
Installation	Installation of Truck Vault and Inverter		4	140.00	560.00T
CC-XANTREX1000	Xantrex Technology Inc, 806-1210 Inverter Prowatt Sw 1000 & 808-9001 PROwatt SW Remote Switch		1	489.00	489.00T
TC-HSN4032B	Motorola 13-Watt Police Radio Speaker with Mounting Bracket For Rear Truck Vault		1	92.00	92.00T
Misc	40" LED 1080 Television		1	168.00	168.00T

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Customer Contact	
Customer Phone	972-874-6037 AP
Customer E-mail	accountspayable@flower-mound....

Item	Description	Location	Qty	Price	Total
	Customer Supplied Equipment (new in box) APX-65002 pc radio Radio Speaker Antenna Coax Axon Fleet 3 Cradle Point Texas Government or Municipality - No Sales Tax			0.00%	0.00

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Vehicle & Emergency Equipment Total	\$40,774.35
--	--------------------

Signature _____



TOWN COUNCIL AGENDA I.9. CONSENT ITEM(S)

DATE: March 3, 2025

FROM: Manuel Palacios, Assistant Director of Public Works

ITEM: **Consider approval of the purchase of two 2026 International 33K lb. GVWR Dump Trucks from Southwest International Trucks in the amount of \$240,461.98 utilizing the BuyBoard Cooperative Contract # 723-23.**

BACKGROUND: The Public Works Department is requesting the purchase of two 2026 International 33K lb. GVWR Dump Trucks from Southwest International Trucks in the amount of \$240,461.98 utilizing the BuyBoard Cooperative Contract # 723-23.

This equipment purchase replaces 92320-02 and 92330-01 both of which are 2012 Ford F750 33K lb. GVWR Dump Trucks and are part of the approved Fiscal Year 24-25 Vehicle and Equipment Replacement Fund (VERF).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$240,461.98

Proposed Expenditure/(Revenue)
\$240,461.98

Account Number(s):
565-450-84500-6130

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Fleet Req 92330-01
2. Bid Award Recommendation 92330-01
3. Fleet Req 92320-02
4. Bid Award Recommendation 92320-02
5. Quote
6. Warren Body Specs
7. 7-8 yd truck specs
8. Warren Body Specs

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

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/8/2024
 Suggested Vendor: Southwest International
 Contact (if known): Tanner Bragg
 Address (if available): 2401 E. Pioneer Pkwy
Arlington TX, 76010
 Phone/Fax: 817-461-2931



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
					-
VERF	\$ 125,000	1	Ford F-750 Dump Truck or Equivalent (33k lb GVWR Single Rear Axle Dump Truck.)	\$ 120,230.99	\$ 120,230.99
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 120,230.99

Name/Phone Ext.: Jeremy Jennings/6440
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92330-01
 Spec Name: 7 yd 33k Dump Truck

APPROVALS:
 Fleet Manager: Billy Sterner

 Bid/Solicitation #: _____
 Co-Op/Contract #: BuyBoard 723-23

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



Bid Award Recommendation

Date: 2/6/2025 – VERF – FY 24-25

Description: **2026 International 33K lb. GVWR Dump Truck**

Qty.: 1

Replaces: 92330-01, A 2012 Ford F750 33k lb. GVWR Dump Truck – ULM-Sewer

Bidder: Southwest International Trucks, Tanner Bragg 817-879-6737, tanner.bragg@swit-tx.com
Via BuyBoard Cooperative Contract #723-23.

Item: One 2026 International HV607 4x2 33k GVWR Single Axle Dump Truck as per Attached Specs and BuyBoard Quote Dated 2/4/2025.

Total Cost of Vehicles, Equipment & Installation:
\$120,230.99

It is Fleet Services recommendation to award the bid to **Southwest International Trucks** in the amount of **\$120,230.99** utilizing the **BuyBoard Cooperative Contract 723-23**.

Fleet Services Manager

2/6/2025

Date

VEHICLE-EQUIPMENT PURCHASE REQUISITION

(For Purchase Process)

Date: 10/8/2024
 Suggested Vendor: Southwest International
 Contact (if known): Tanner Bragg
 Address (if available): 2401 E. Pioneer Pkwy
Arlington TX, 76010
 Phone/Fax: 817-461-2931



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

G/L Account # (if Decision Package)	\$ Budget Estimate	Qty.	Unit Description (Specifications)	\$ Updated Quote	Amount
					-
VERF	\$ 125,000	1	Ford F-750 Dump Truck or Equivalent (33k lb GVWR Single Rear Axle Dump Truck.)	\$ 120,230.99	\$ 120,230.99
					-
					-
					-
All Pickups come equipped w/ Spray-In Liner, Headache Rack, Across-the-bed Locking Toolbox, and Lights				TOTAL:	\$ 120,230.99

Name/Phone Ext.: Jeremy Jennings/6440
 Approved By: _____
 Unit #(s) to be replaced
 or specify NEW Unit: 92320-02
 Spec Name: 7 yd 33k Dump Truck

APPROVALS:
 Fleet Manager: Billy Sterner
 Bid/Solicitation #: _____
 Co-Op/Contract #: BuyBoard 723-23

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



Bid Award Recommendation

Date: 2/6/2025 – VERF – FY 24-25

Description: **2026 International 33K lb. GVWR Dump Truck**

Qty.: 1

Replaces: 92320-02, A 2012 Ford F750 33k lb. GVWR Dump Truck – ULM-Water

Bidder: Southwest International Trucks, Tanner Bragg 817-879-6737, tanner.bragg@swit-tx.com
Via BuyBoard Cooperative Contract #723-23.

Item: One 2026 International HV607 4x2 33k GVWR Single Axle Dump Truck as per Attached Specs and BuyBoard Quote Dated 2/4/2025.

Total Cost of Vehicles, Equipment & Installation:
\$120,230.99

It is Fleet Services recommendation to award the bid to **Southwest International Trucks** in the amount of **\$120,230.99** utilizing the **BuyBoard Cooperative Contract 723-23**.

Fleet Services Manager

2/6/2025

Date

Texas Local Government Purchasing Cooperative
The Buy Board

PRICING WORKSHEET				Proposal # 9109-01	
Buying Agency: Town of Flower Mound			Date Prepared		2/4/2025
Southwest International Trucks			Contract 723-23		
Product Description: 2026 International HV607 4x2					
33,000 GVWR 7/8 yd dump truck			HV607 4x2 is base chassis		
Contact Person: Billy Sterner		Item:	Base Chassis Bid	\$	64,284.99
B: Options		Option cost is MSRP			
Two front tow hooks	84.00	Allison 3500 RDS 6 speed transmission			10,754.00
120,000 PSI frame rails	1,118.00	Stalk shifter/Synthetic trans oil			253.00
License plate holder	29.00	21,000 lb. rear axle and suspension			1,274.00
12,000 lb. front axle and suspension	1,340.00	70 gallon aluminum fuel tank			301.00
Trailer connections with tractor protection valve	542.00	Interior grab handle			33.00
Bendix air dryer with mounting	500.00	Air cleaner gauge			30.00
Slack adjusters	96.00	Air ride driver's seat/ Fixed passenger seat			413.00
2 air tanks mounted under battery box	158.00	C-loop mirrors/ Hood mirrors			339.00
Tilting steering column	125.00	Orange seat belts			26.00
Dana Spicer driveline system	96.00	Fresh air filter			76.00
Exhaust system with horizontal tailpipe	1,161.00	Cab sound insulation			90.00
Body builder wiring	100.00	Steel front and rear wheels			90.00
Electric trailer brake accommodation package	486.00	11R22.5 Continental front and rear tires			2,148.00
2 batteries 1900 CCA with steel box	242.00	Factory surcharge			2,000.00
AM/FM radio with Bluetooth	483.00				
Back up alarm	120.00				
Test exterior light switch	42.00				
Headlight options	100.00				
Delco Remy starting motor	193.00				
Air horn	94.00				
Additional power source	\$109.00				
Bug screen	\$131.00				
Engine block heater	\$98.00				
Cummins 260 HP/660 torque engine	\$3,237.00				
Engine control remote mounted	\$60.00				
Subtotal Column 1:		\$	10,744.00	Subtotal Column 2:	
Total Options				\$	28,571.00
CHASSIS WITH FACTORY OPTIONS				\$	92,855.99
TOTAL BODY PRICE				See attached body spec sheet	
				Warren body Quote # 16516 10 ft. body 7/8 yd capacity	
Additional Options:					
Buy Board Fee					400.00
Transportation					0.00
DOT Inspection with Fire Extinguisher and Road Flare Kit					750.00
TOTAL BUY BOARD PRICE					\$120,230.99
Tanner Bragg					
Southwest International Trucks-Arlington.		PRICE IS SUBJECT TO FURTHER FACTORY INCREASES			
Arlington, Texas 76010					
Fax# 817-861-7084					
Office# 817-664-2906					
E-mail Address: tanner.bragg@swit-tx.com					
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.					
We will order your truck when we receive notification from the Buy Board of your purchase order.					
Thank you,					
Tanner Bragg					



Quote WTTLLC00016516 Page 1 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
SOUTHWEST INTERNATIONAL TRUCKS, INC. 2401 E PIONEER PARKWAY ARLINGTON TX 76010	SOUTHWEST INTERNATIONAL TRUCKS, INC. 3722 IRVING BLVD DALLAS TX 75247	TANNER BRAGG (817) 461-2931 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214
QTY	Item Number	Description			UOM	Unit Price	Ext. Price
1	F-10	DUMP BODY - FRAME TYPE - 10' Q-15498 CITY OF FLOWER MOUND Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount (600-80102) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount			EA	\$25,825.00	\$25,825.00
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None			Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets: No			Each	\$0.00	\$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: STT (1) PER REAR CORNER POST 800-80241 - BUYERS SL65AO GROMMET MOUNT OVAL AMBER STROBE (1) PER REAR CORNER POST 800-80241 - BUYERS SL65AO GROMMET MOUNT OVAL AMBER STROBE (2) IN FRONT OF CAB			Each	\$0.00	\$0.00



Quote WTTLLC00016516 Page 2 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	INSTALL	PROTECTOR Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: AIR - USE PTO SWITCH IF PROVIDED Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes ALL WIRES IN SPLIT LOOM AN SECURED TO FRAME - NO SCOTCH-LOCKS OR TWIST TYPE CONNECTORS	Each	\$0.00	\$0.00	
1	PAINT	Color: Warren Black (800-80007)	Each	\$0.00	\$0.00	
1	PTO	POWER TAKE OFF PTO Muncie A20 OR HYVA Series ALLLISON 3500 TRANSMISSION Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	\$0.00	\$0.00	
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Pull Tarp S-8 SUPERSHIELD Manual / Electric: Manual Type: Pull Aluminum / Steel: Steel Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Mesh Side Flaps: No	EA	\$0.00	\$0.00	
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 20 Ton Glad Hands: Yes D-Rings: Yes Tow Hooks: No Electric Plug: 6 Way & 7 Way Pup Rigging: No	Each	\$0.00	\$0.00	



Quote WTTLLC00016516 Page 3 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.	
		SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214	
QTY	Item Number	Description				UOM	Unit Price	Ext. Price
		S,T,T, & BACKUP GROMMET MOUNTED LEFT AND RIGHT SIDES OF PLATE.						
1	BRAKE CONTROLLER	12v ELECTRIC BRAKE CONTROLLER WIRED TO 6 WAY PLUG				Each	\$0.00	\$0.00
1	DELIVERY	DELIVER COMPLETED UNIT TO SWIT IRVING BLVD.				Each	\$0.00	\$0.00
		DELIVERY AND FUEL CHARGES SHOWN BELOW. (\$400.00/ UNIT)						

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$25,825.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$400.00
Trade In Allowance	\$0.00
Total	\$26,225.00



HV607 SBA

Sales Proposal For:
Town of Flower Mound

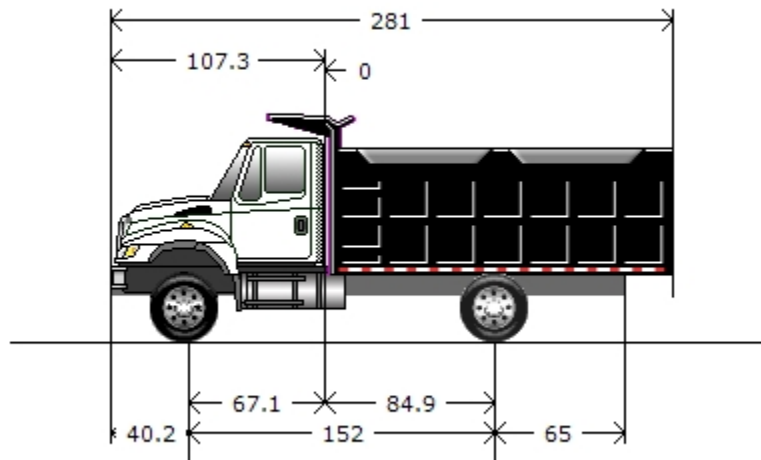
Presented By:
SOUTHWEST INTL TRKS INC

Prepared For:

Town of Flower Mound
 Bill Sterner
 2121 Cross Timbers Rd.
 Flower Mound, TX 75028-2602
 (972)874 - 6000
 Reference ID: SA 3500RDS

Presented By:

SOUTHWEST INTL TRKS INC
 Tanner K Bragg
 2401 E PIONEER PKWY
 ARLINGTON TX 76010 -
 (817)461-2931



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:

4X2

APPLICATION:

Construction Dump

MISSION:

Requested GVWR: 33000. Calc. GVWR: 33000. Calc. GCWR: 50000
 Calc. Start / Grade Ability: 29.69% / 1.69% @ 55 MPH
 Calc. Geared Speed: 92.4 MPH

DIMENSION:

Wheelbase: 152.00, CA: 84.90, Axle to Frame: 65.00

ENGINE, DIESEL:

{Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM
 Governed Speed, 260 Peak HP (Max)

TRANSMISSION, AUTOMATIC:

{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with
 PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,
 On/Off Highway

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.29

CAB:

Conventional, Day Cab

TIRE, FRONT:

(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position

TIRE, REAR:

(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

SUSPENSION, REAR, SINGLE:

23,500-lb Capacity, Vari-Rate Springs

PAINT:

Cab schematic 100WL

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
HV60700	Base Chassis, Model HV607 SBA with 152.00 Wheelbase, 84.90 CA, and 65.00 Axle to Frame.	6136/3644	9780
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION 4x2	-18/-117	-135
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	-49/117	68
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper	3/0	3
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	74/-74	0
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	0/0	0
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	0/0	0
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBS	AIR DRYER {Bendix AD-9} with Heater	16/12	28
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli	2/0	2
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake	0/7	7
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	12/9	21
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-22/29	7
4XDC	BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity	-70/0	-70
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/52	52
5708	STEERING COLUMN Tilting	14/1	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2	7/21	28
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13
7BLV	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	59/-4	55
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	0/2	2
8MJT	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud	6/8	14
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RPP	ANTENNA Shark Fin, Roof Mounted	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/ Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch	1/0	1
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-37/14	-23
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over- Crank Protection	8/0	8
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XNZ	HEADLIGHTS Halogen, with Daytime Running Lights	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HBM	GRILLE Stationary, Chrome	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA / OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0

Notes

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	3/0	3
12EXV	ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	0/0	0
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	24/-6	18
12VBC	AIR CLEANER Single Element	0/0	0
12VKB	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2025	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	208/75	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
13WVU	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.29	0/27	27
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	0/36	36
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine	1/-1	0
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab	7/10	17
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer <u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	0/0	0
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow	0/0	0
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	-7/-2	-9
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	1/0	1
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16WSL	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black 7.5" Sq.	11/0	11
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DJM	WHEELS, FRONT {Maxion 91541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-12/0	-12
28DJM	WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	0/0	0
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20
Services Section:			
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
Total Component Weight:		6450/3886 (lbs)	10336 (lbs)
		(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Quote WTTLLC00016516 Page 1 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Bill To	Ship To	Contact
SOUTHWEST INTERNATIONAL TRUCKS, INC. 2401 E PIONEER PARKWAY ARLINGTON TX 76010	SOUTHWEST INTERNATIONAL TRUCKS, INC. 3722 IRVING BLVD DALLAS TX 75247	TANNER BRAGG (817) 461-2931 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214
QTY	Item Number	Description			UOM	Unit Price	Ext. Price
1	F-10	DUMP BODY - FRAME TYPE - 10' Q-15498 CITY OF FLOWER MOUND Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount (600-80102) Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount			EA	\$25,825.00	\$25,825.00
1	TAILGATE	Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes High Lift Gate: No Side Swing - Ground Operated: No Center Opening: No Material Gate: None Water Tight: None			Each	\$0.00	\$0.00
1	DB OPTIONS # 1	Cabshield: Full Width-1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets: No			Each	\$0.00	\$0.00
1	LIGHTS	Lights/Harness: LED Lights and Standard Harness Oval STT: STT (1) PER REAR CORNER POST 800-80241 - BUYERS SL65AO GROMMET MOUNT OVAL AMBER STROBE (1) PER REAR CORNER POST 800-80241 - BUYERS SL65AO GROMMET MOUNT OVAL AMBER STROBE (2) IN FRONT OF CAB			Each	\$0.00	\$0.00



Quote WTTLLC00016516 Page 2 of 3 Date 2/4/2025

Warren Truck and Trailer, LLC
15768 US HIGHWAY 271 NORTH
Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	INSTALL	PROTECTOR Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: AIR - USE PTO SWITCH IF PROVIDED Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes ALL WIRES IN SPLIT LOOM AN SECURED TO FRAME - NO SCOTCH-LOCKS OR TWIST TYPE CONNECTORS	Each	\$0.00	\$0.00	
1	PAINT	Color: Warren Black (800-80007)	Each	\$0.00	\$0.00	
1	PTO	POWER TAKE OFF PTO Muncie A20 OR HYVA Series ALLLISON 3500 TRANSMISSION Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals).	EA	\$0.00	\$0.00	
1	TARP SYSTEM	TARP system - installed Installation: Installed Brand: Pull Tarp S-8 SUPERSHIELD Manual / Electric: Manual Type: Pull Aluminum / Steel: Steel Bent Arm: Yes Tarp Size: 90"x18' Tarp Type: Mesh Side Flaps: No	EA	\$0.00	\$0.00	
1	TOW PACKAGE	Pintle Plate: 1" Pintle Hitch: 20 Ton Glad Hands: Yes D-Rings: Yes Tow Hooks: No Electric Plug: 6 Way & 7 Way Pup Rigging: No	Each	\$0.00	\$0.00	



Quote WTTLLC00016516 Page 3 of 3 Date 2/4/2025

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Talco TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	SOU069	CHRIS	DELIVERED	Net30	0/0/0000	10,025,214
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	BRAKE CONTROLLER	S,T,T, & BACKUP GROMMET MOUNTED LEFT AND RIGHT SIDES OF PLATE. 12v ELECTRIC BRAKE CONTROLLER WIRED TO 6 WAY PLUG	Each	\$0.00	\$0.00	
1	DELIVERY	DELIVER COMPLETED UNIT TO SWIT IRVING BLVD. DELIVERY AND FUEL CHARGES SHOWN BELOW. (\$400.00/ UNIT)	Each	\$0.00	\$0.00	

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

Subtotal	\$25,825.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$400.00
Trade In Allowance	\$0.00
Total	\$26,225.00



TOWN COUNCIL AGENDA I.10. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: David Coulon, Police Chief
ITEM: **Consider approval of the 2025 US Army Corps of Engineer (USACE) solicitation for contract with the Town of Flower Mound for law enforcement services at Lake Grapevine and authorize the Mayor to execute same.**

BACKGROUND: After discussion between representatives of the USACE and Town staff, a Cooperative Agreement for this year was reached. The Cooperative Agreement will allow off-duty police officers to provide police services for Murrell Park and Knob Hill Trail Head at Lake Grapevine on Fridays, Saturdays, Sundays and holidays. The additional patrol of the parks provides citizens using the park a safer environment. A 2019 legal opinion determined this agreement does not require annual review based on the Town Charter given the only changes are compensation, times, and dates of service. The USACE will reimburse the Flower Mound Police Department a total contract price of \$50,408.96 which is \$108.64 per hour for 464 hours. The period covered is weekends and holidays from Friday, May 16, 2025 through Sunday, September 7, 2025 as follows: 8 hours on Fridays and Sundays (1500-2330), 10 hours on Saturdays (1300-2330) and 10 hours on holidays (5/26 1130-2200; 7/4 1330-0000; 9/1 1130-2200).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: Not sign the solicitation for contract in which case USACE would not reimburse the Town for expenses of police officer response to any incident on USACE property.

FISCAL IMPACT: \$0 due to revenue offsetting expenditures

Proposed Expenditure/(Revenue)	Account Number(s):
\$(50,408.96)	100-4605
\$50,408.96	100-various expense accounts

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

ATTACHMENTS:

1. USACE Solicitation for Contract 2025
2. Agenda Item Attachments Checklist

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



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

07 February 2025

Deputy Chief Daniel Almond
Flower Mound P.D.
4150 Kirkpatrick Lane
Flower Mound, Texas 75028
Daniel.Almond@flowermound.gov
margaret.mulcahy@flower-mound.com

Dear Deputy Chief Almond,

Attached is Solicitation No. W9126G25Q0011 for the requirement of police services for the project, FY24 Contract for Increased Law Enforcement for the Grapevine Lake lying within the town of Flower Mound, Texas. Request you submit a price quote for performing the work and services outlined in the Performance Work Statement (PWS). Your quote shall be filled in on the Bid Sheet found in the Solicitation. The quote must be received on or before **10:00 AM CST, Monday, 10 March 2025**. Please submit your quote via email to Baisy J. Lanzo, Baisy.J.Lanzo@usace.army.mil

You are advised this letter shall NOT be construed as authority to proceed with any work or to incur any obligations chargeable to the Government in response to this solicitation. If you have any questions regarding this request, please contact Baisy J. Lanzo, Contract Specialist at (817) 659-6355.

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

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

Sincerely,

VEGA.MICHAEL.ANTHONY.
1019349973

Michael A. Vega
Contracting Officer

Digitally signed by
VEGA.MICHAEL.ANTHONY.1019349973
Date: 2025.02.07 09:58:24 -06'00'

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 37	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9126G25Q0011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BAISYJ LANZO				b. TELEPHONE NUMBER (No Collect Calls) (817) 659-6355	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 10 Mar 2025							
9. ISSUED BY US ARMY CORPS OF ENGINEERS FORT WORTH 819 TAYLOR ST, CT OFC RM 2A17 FORT WORTH TX 76102-0300 TEL: FAX: (817) 886-6403		CODE W9126G		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB NAICS: 922120 ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
						14. METHOD OF SOLICITATION ☒ RFQ ☐ IFB ☐ RFP	
15. DELIVER TO GRAPEVINE LAKE OFFICE JOHN MATHNEY 110 FAIRWAY DRIVE GRAPEVINE TX 76051-3495 TEL: 817-865-2600 FAX:		CODE W9126G		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED							
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED							
☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☐ 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER Cheryl Moore, Mayor		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 37			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
32a. QUANTITY IN COLUMN 21 HAS BEEN ☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____							
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
					32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
☐ PARTIAL ☐ FINAL						☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42a. RECEIVED BY <i>(Print)</i>			
				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY25 Increased Law Enforcement FFP The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract. Base year Police Department period of performance - 16 May 2025 to 07 September 2025 FOB: Destination PSC CD: R499		Job		
NET AMT					

**IGE Breakdown for Increased Law Enforcement Services,
GRAPEVINE LAKE 2025
FLOWER MOUND POLICE DEPARTMENT**

BASE YEAR COST BREAKDOWN

LABOR COST:

Salary Analysis for 2025 Park Patrol based on average overtime for all patrolman and sergeants projected to perform work on this contract.

Total Labor Cost per Overtime Hour	\$ <u>103.53</u>
Total Number of Contract Hours:	\$ <u>464</u>
Total Labor Cost for Contract	\$ <u>48,037.92</u>

VEHICLE COST:

Base Year avg. of contract mileage:	<u>3480</u>
Total vehicle cost for contract (Base Year)	\$ <u>2371.04</u>

CONTRACT SUMMARY:

Labor Cost	\$ <u>48037.92</u>
Vehicle Cost	\$ <u>2371.04</u>
Total Quote Price (Base Year)	\$ <u>50,408.96</u>

PERFORMANCE WORK STATEMENT (PWS)

Increased Law Enforcement Services, Town of Flower Mound Grapevine Lake 2025

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. Scope: Town of Flower Mound Police Department (Contractor) agrees to provide a specific level of increased law enforcement services for parts of Grapevine Lake Reservoir lying within the Town of Flower Mound for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Murrell Park, Knob Hills Trailhead Access and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Town of Flower Mound limits. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. This contract does not include or reimburse for services and patrol activities in Twin Coves Park, Cross Timbers Trailhead Access or any other areas on Corps property currently administered, operated, or maintained by the Town of Flower Mound. Contractor will make contact with Park Ranger at gatehouse to exchange contact info at beginning of the shift each day of the contract. If Park Ranger is otherwise tied up, contact info will be left with the gate attendant.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week from 16 May through 7 September, 2025, for a total of 464 patrol hours, further specified in Appendices A,B, and C to this PWS. Effective start date is 16 May 2025 **or after the contractor has been notified by the Contracting Officer, Fort Worth District, that the contract has been executed; whichever is later.** Patrols will be conducted on Fridays, Saturdays, and Sundays as well as on a Federally recognized holidays (see Appendices A, B, and C).

1.4 General Information

1.4.1 Quality Control (Not applicable)

1.4.2 Quality Assurance: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Example, Appendix D). The contractor will prepare a Daily Law Enforcement Log originated and provided by the contractor. The Daily Law Enforcement Log will be completed daily and submitted weekly at the close of each weekend shift, to the Corps of Engineers representative listed in Technical Exhibit 2 of this plan. ***Any drowning or serious incidents in these areas will be reported to the Corps of Engineers immediately, through the Lake Office, or directly to Park Rangers on duty.*** The Corps will provide an after-hours telephone contact sheet to the Town's dispatch office to facilitate such notification. The Government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied.

1.4.3 Government Holidays: Contractor will be required to perform services on those Federal holidays falling during the contract period, namely, Memorial Day, Independence Day and Labor Day (see Appendices A,B and C).

1.4.4 Hours of Operation: [Not applicable]

1.4.5 Place of Performance: The work to be performed under this contract will be performed at Corps administered lands in Denton County specified in Para. 1.2. State and local law enforcement agencies generally have the same authority and responsibilities on Corps administered lands as they do elsewhere in their respective jurisdictions. Because of this, requests by the Lake Manager or his authorized representatives for emergency or unanticipated law enforcement assistance will be considered non-reimbursable.

1.4.6 Type of Contract: The government will award a firm fixed price contract

1.4.7 Security Requirements: This contract does not require Contractor personnel to have access to or enter secured government facilities such as dam outlet structures, powerhouses, etc. Contractor personnel shall follow locally-established security policies and procedures such as key control and security of lock combinations.

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

1.4.7.2 General Protection/Security Policy and Procedures:

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

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

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

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

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

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

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

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

1.4.11 Contractor Key Personnel: The following personnel are considered key personnel by the Government, and will serve as the Corps QA POC: Andrew Jasper, Lead Park Ranger, Grapevine Lake; Alternate: John Mathney, Lake Manager, Grapevine Lake. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.4.12 Identification of Contractor Employees: All officers performing services under this contract shall wear standard uniforms normally worn by the law enforcement agency. All patrol vehicles shall have standard insignia and markings normally used by the law enforcement agency.

1.4.13 Invoicing: Invoice for contract services performed; includes billing start/end dates, hours worked, total charges, and weekly recap of Police activity. Invoices shall be submitted to the Corps QA POC on or before the 5th of every month for services rendered the previous month. Invoices can be sent via Mail, Fax, or Email.

1.4.14 Data Rights (Not applicable)

1.4.15 Organizational Conflict of Interest: (Not applicable)

1.5. GOVERNMENT FURNISHED ITEMS AND SERVICES: (Not applicable)

1.6 CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

1.6.1 General : The Contractor shall furnish all manpower, vehicles, supplies, equipment, facilities and services required to perform work under this contract.

1.6.2 Equipment: The Contractor shall provide all patrol vehicles and equipment required to perform services under this contract. All such vehicles shall have standard insignia and markings normally used by the law enforcement agency. Patrol vehicles shall also be equipped with standard law enforcement type lights, radios, and any other standard equipment necessary to perform the required services. The Contractor shall be responsible for all vehicle costs, including insurance, fuel, service and maintenance, and any other costs associated with the operation of each vehicle.

1.6.3. Materials (Not applicable).

1.7 CONTRACTOR MANAGEMENT REPORTING (CMR) (Not applicable)

1.8 APPLICABLE PUBLICATIONS (CURRENT EDITIONS) (Not applicable)

1.9.1 Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

1.9.2 Attachment 2/Technical Exhibit 2 – Deliverables Schedule

1.9.3 Attachment 3/Appendix A – Patrol Schedule

1.9.4 Attachment 4/Appendix B – Hours by Month

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

1.9.6 Attachment 6/Appendix D – Daily Enforcement Action Summary

2.0 MISCELLANEOUS PROVISIONS:

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

TECHNICAL EXHIBIT 1

Performance Requirements Summary

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

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

TECHNICAL EXHIBIT 2

DELIVERABLES SCHEDULE

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

PERFORMANCE WORK STATEMENT

APPENDIX A

PATROL SCHEDULE 2025

DAY OF WEEK	TIME	HOURS	VEHICLES	OFFICERS
FRIDAY	1500-2330	8	1	1
SATURDAY	1300-2330	10	1	1
SUNDAY	1500-2330	8	1	1
Holidays:				
MAY 26 th	1130-2200	10	1	1
Memorial Day				
JULY 4 th	1330-2400	10	1	1
Independence Day				
SEPTEMBER 1 st	1130-2200	10	1	1
Labor Day				

NOTE: Deviations from the above schedules may be required to allow for unforeseen situations that may arise during the Contract period. **Any deviations shall be mutually agreed upon in advance by both the Corps and the Contractor and in no event will the total man-hours specified in the Contract be exceeded.**

PERFORMANCE WORK STATEMENT

APPENDIX B

HOURS BY MONTH 2025

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

Shift Day	Hours	Days	Total
Fridays	8	16	128
Saturdays	10	17	170
Sundays	8	17	136
Memorial Day 26 May	10	1	10
Independence Day 4 July	10	1	10
Labor Day 1 Sept	10	1	10
Grand Total			464

Month	Friday Hours	Saturday Hours	Sunday Hours	Holiday Hours	Total
Base	8	10	8	10	
May	24	30	16	10	80
June	32	40	40	0	112
July	24	40	32	10	106
August	40	50	40	0	130
September	8	10	8	10	36
				Total Hours	464

PERFORMANCE WORK STATEMENT

APPENDIX C

2025

SCHEDULE OF DAYS WORKED BY MONTH 53 Days total

MAY: 16-18, 23-26 (Includes Memorial Holiday), 30-31 = **9 days**

JUNE: 1, 6-8, 13-15, 20-22, 27-29= **13 days**

JULY: 4-6 (Includes Independence Day), 11-13, 18-20, 25-27 = **12 days**

AUGUST: 1-3, 8-10, 15-17, 22-24, 29-31= **15 days**

SEPTEMBER: 1(Labor Day), 5-7 = **4 days**

Appendix D DAILY ENFORCEMENT ACTION SUMMARY

OPERATING AGENCY: Flower Mound Police Department

PROJECT: Grapevine Lake

OFFICERS NAME: _____ DATE: _____

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

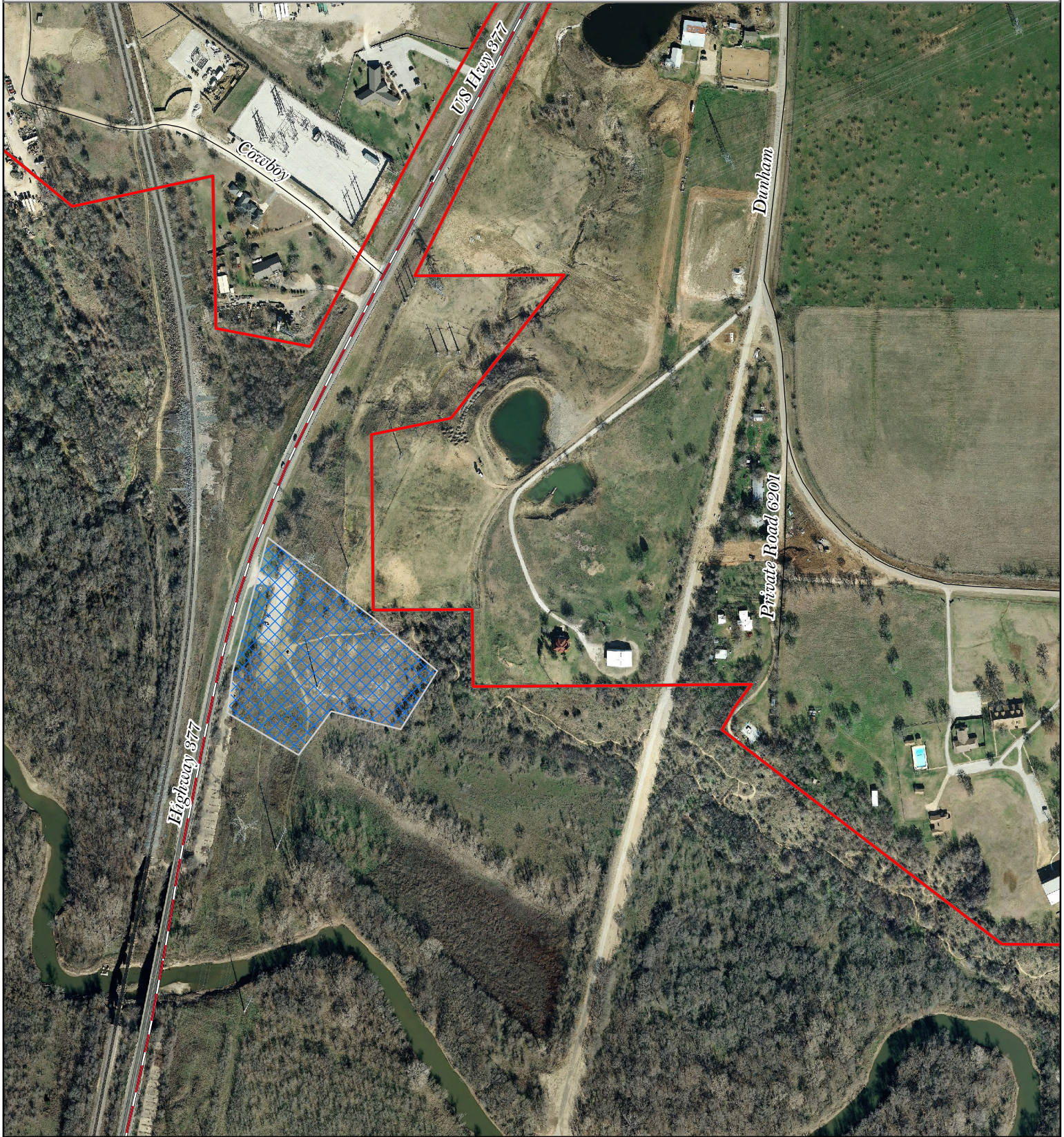
ABBREVIATIONS: A = Arrest C = Citation W = Written Warning V = Verbal Warning

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

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

Officer Number: _____ Date: _____ Signature: _____

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



520 260 0 520 Feet

Legend

 Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

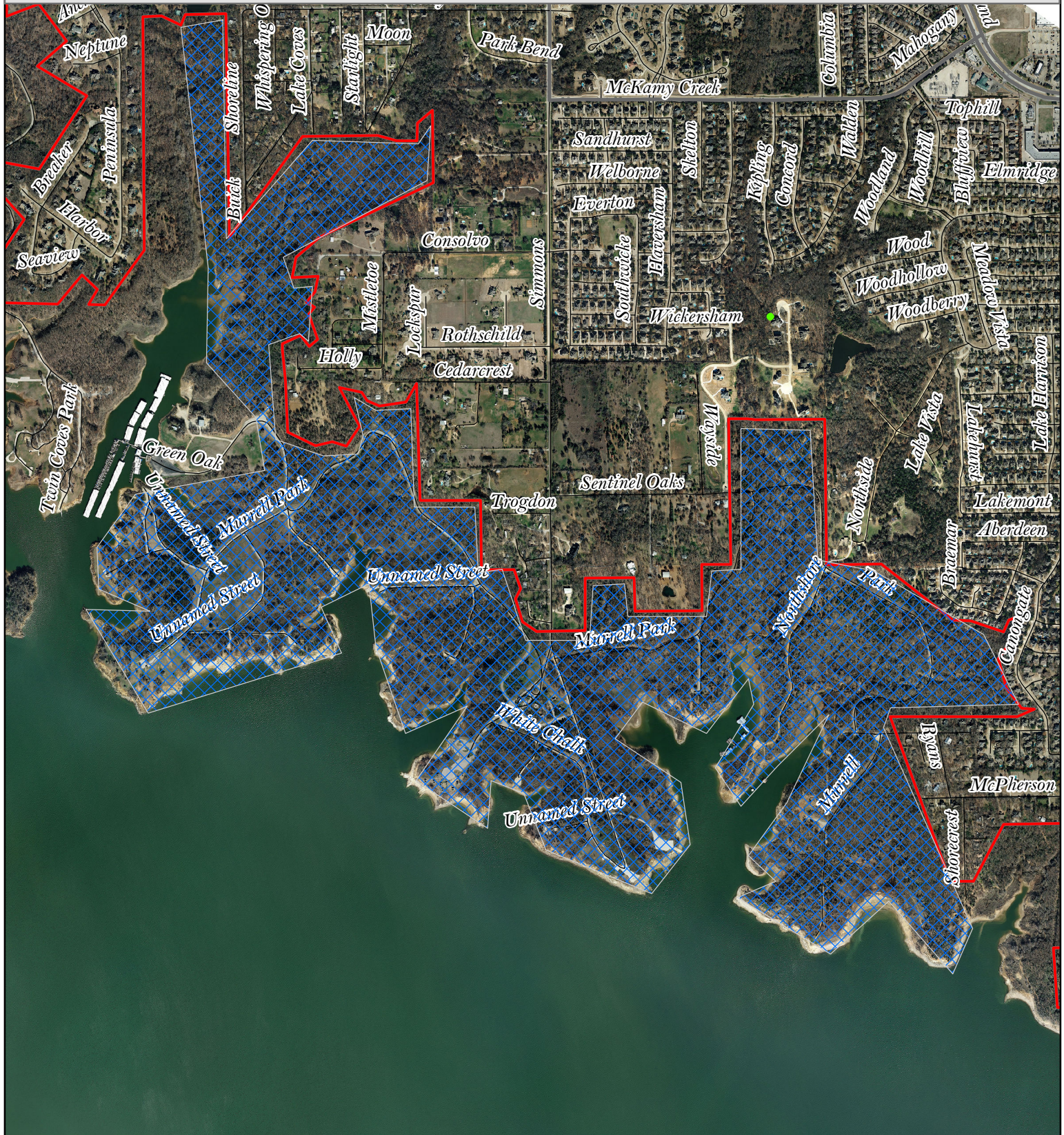
The U.S. Army Corps of Engineers has provided these spatial data as a representation of the various geographic information gathered from multiple sources. These data should be viewed only as a representation of the provided information and should not be used for any other purpose. No guarantee is made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



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Increased Law Enforcement Patrol Map

Grapevine Lake - Murrell Park



1,500 750 0 1,500 Feet

Legend

Fee Boundary

Map Created: 20 Nov 2019 By: John Mathney

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



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DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 16-MAY-2025 TO 07-SEP-2025	N/A	GRAPEVINE LAKE OFFICE JOHN MATHNEY 110 FAIRWAY DRIVE GRAPEVINE TX 76051-3495 817-865-2600 FOB: Destination	W9126G

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	GRAPEVINE PROJECT OFFICE 110 FAIRWAY DR GRAPEVINE TX 76051	N/A	GRAPEVINE PROJECT OFFICE 110 FAIRWAY DR GRAPEVINE TX 76051	Government

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.212-1	Instructions to Offerors--Commercial Products and Commercial Services	SEP 2023
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2023
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23	Sustainable Products and Services.	MAY 2024
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984

252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	MAY 2024
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	JAN 2023
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	JAN 2023
252.204-7016	Covered Defense Telecommunications Equipment or Services -- Representation	DEC 2019
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7021	Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement	JAN 2023
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.247-7023	Transportation of Supplies by Sea	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

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

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

(a) Definitions. As used in this provision-

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

(b) Prohibition.

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

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

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

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

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

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

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

(d) Representations. The Offeror represents that--

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

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

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

(e) Disclosures.

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

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

(i) For covered equipment--

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

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

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

(ii) For covered services--

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

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

(End of provision)

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

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

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

(c) Representations.

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

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

(End of provision)

52.212-2 EVALUATION--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.)

Technical and past performance, when combined, are _____. (Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.)

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024) ALTERNATE I (FEB 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business (SDVOSB) concern" means a small business concern--

- (1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) Service-disabled veteran, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

"Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program" means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

"Service-disabled veteran-owned small business (SDVOSB) Program" means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

"Small business concern"--

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1001", means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new

offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

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

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

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

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

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

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

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

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

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

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

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) SDVOSB concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents that it [____] is, [____] is not an SDVOSB concern.

(4) SDVOSB concern joint venture eligible under the SDVOSB Program. The offeror represents that it [____] is, [____] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

(5) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it [____] is, [____] is not a women-owned small business concern.

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

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

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (____) is, a women-owned business concern.

(10) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: ____ .]

Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

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

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

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

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

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

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No.
—
—
—

[List as necessary]

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

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

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

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free

Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

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

[List as necessary]

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

Line Item No.

[List as necessary]

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

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

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

Israeli End Products:

Line Item No.

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

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

Korean End Products or Israeli End Products:

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

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [___] Are, [___] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [___] Have, [___] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

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

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or

manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) (☐) Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

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

(___) Corporate entity (tax-exempt);

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

(___) Foreign government;

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

(___) Other -----.

(5) Common parent.

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

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

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

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

(2) The Offeror represents that--

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

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

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

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

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

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

Predecessor legal name: ____ .

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

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

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

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

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

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

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

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

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

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

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

(2) The Offeror represents that--

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

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

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

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

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

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

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

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

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

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

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

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

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

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

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

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

___ (6) [Reserved]

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

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

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

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

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

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

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

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

___ (14) [Reserved]

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

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

___ (17) [Reserved]

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

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

___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).
- ____ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2023) of 52.219-9.
- ____ (22) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- X (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- ____ (24) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- ____ (26) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- ____ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- ____ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- X (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (32) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).
- X (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (34)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- X (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- X (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.

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

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

____ (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

____ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, et seq.).

____ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

____ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

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

____ (48) (i) 52.225-1, Buy American--Supplies (OCT 2022) (41 U.S.C. chapter 83).

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

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I [Reserved].

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

____ (iv) Alternate III (FEB 2024) of 52.225-3.

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

____ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) (E.O. 13513).

____ (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

____ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

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

____ (iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

_____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67.)

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)

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

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

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

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

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

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

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

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

(xxvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5227 Revision No.: 24 Date Of Last Revision: 12/23/2024

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

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

State: Texas

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.67
01012 - Accounting Clerk II		20.95
01013 - Accounting Clerk III		23.43
01020 - Administrative Assistant		36.05
01035 - Court Reporter		24.85
01041 - Customer Service Representative I		15.66***
01042 - Customer Service Representative II		17.09***
01043 - Customer Service Representative III		19.18
01051 - Data Entry Operator I		16.40***
01052 - Data Entry Operator II		17.89
01060 - Dispatcher, Motor Vehicle		21.58
01070 - Document Preparation Clerk		18.70
01090 - Duplicating Machine Operator		18.70
01111 - General Clerk I		15.48***
01112 - General Clerk II		16.89***
01113 - General Clerk III		18.95

01120 - Housing Referral Assistant	24.15
01141 - Messenger Courier	18.01
01191 - Order Clerk I	18.57
01192 - Order Clerk II	20.26
01261 - Personnel Assistant (Employment) I	19.02
01262 - Personnel Assistant (Employment) II	21.27
01263 - Personnel Assistant (Employment) III	23.72
01270 - Production Control Clerk	24.46
01290 - Rental Clerk	16.89***
01300 - Scheduler, Maintenance	19.37
01311 - Secretary I	19.37
01312 - Secretary II	21.66
01313 - Secretary III	24.15
01320 - Service Order Dispatcher	19.29
01410 - Supply Technician	36.05
01420 - Survey Worker	19.81
01460 - Switchboard Operator/Receptionist	17.08***
01531 - Travel Clerk I	19.18
01532 - Travel Clerk II	21.52
01533 - Travel Clerk III	23.95
01611 - Word Processor I	17.22***
01612 - Word Processor II	19.34
01613 - Word Processor III	21.63
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.49
05010 - Automotive Electrician	23.04
05040 - Automotive Glass Installer	21.10
05070 - Automotive Worker	22.02
05110 - Mobile Equipment Servicer	18.52
05130 - Motor Equipment Metal Mechanic	23.43
05160 - Motor Equipment Metal Worker	21.10
05190 - Motor Vehicle Mechanic	23.43
05220 - Motor Vehicle Mechanic Helper	17.27***
05250 - Motor Vehicle Upholstery Worker	19.95
05280 - Motor Vehicle Wrecker	21.10
05310 - Painter, Automotive	24.22
05340 - Radiator Repair Specialist	21.10
05370 - Tire Repairer	16.57***
05400 - Transmission Repair Specialist	23.43
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.67***
07041 - Cook I	15.94***
07042 - Cook II	18.30
07070 - Dishwasher	14.00***
07130 - Food Service Worker	14.42***
07210 - Meat Cutter	16.46***
07260 - Waiter/Waitress	11.78***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.36
09040 - Furniture Handler	12.25***
09080 - Furniture Refinisher	19.92
09090 - Furniture Refinisher Helper	15.05***
09110 - Furniture Repairer, Minor	17.86
09130 - Upholsterer	17.98
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.04***
11060 - Elevator Operator	15.10***
11090 - Gardener	23.78
11122 - Housekeeping Aide	15.26***
11150 - Janitor	15.26***
11210 - Laborer, Grounds Maintenance	17.69***
11240 - Maid or Houseman	14.55***
11260 - Pruner	15.63***
11270 - Tractor Operator	21.73
11330 - Trail Maintenance Worker	17.69***

11360 - Window Cleaner	17.27***
12000 - Health Occupations	
12010 - Ambulance Driver	20.65
12011 - Breath Alcohol Technician	25.60
12012 - Certified Occupational Therapist Assistant	38.16
12015 - Certified Physical Therapist Assistant	37.56
12020 - Dental Assistant	22.49
12025 - Dental Hygienist	44.25
12030 - EKG Technician	30.40
12035 - Electroneurodiagnostic Technologist	30.40
12040 - Emergency Medical Technician	20.65
12071 - Licensed Practical Nurse I	22.89
12072 - Licensed Practical Nurse II	25.60
12073 - Licensed Practical Nurse III	28.55
12100 - Medical Assistant	18.87
12130 - Medical Laboratory Technician	28.50
12160 - Medical Record Clerk	20.80
12190 - Medical Record Technician	23.27
12195 - Medical Transcriptionist	19.66
12210 - Nuclear Medicine Technologist	48.20
12221 - Nursing Assistant I	14.31***
12222 - Nursing Assistant II	16.10***
12223 - Nursing Assistant III	17.57***
12224 - Nursing Assistant IV	19.72
12235 - Optical Dispenser	19.50
12236 - Optical Technician	17.59***
12250 - Pharmacy Technician	20.33
12280 - Phlebotomist	20.27
12305 - Radiologic Technologist	36.63
12311 - Registered Nurse I	29.38
12312 - Registered Nurse II	35.93
12313 - Registered Nurse II, Specialist	35.93
12314 - Registered Nurse III	43.47
12315 - Registered Nurse III, Anesthetist	43.47
12316 - Registered Nurse IV	52.12
12317 - Scheduler (Drug and Alcohol Testing)	31.72
12320 - Substance Abuse Treatment Counselor	25.92
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	22.72
13012 - Exhibits Specialist II	28.14
13013 - Exhibits Specialist III	34.41
13041 - Illustrator I	24.95
13042 - Illustrator II	30.91
13043 - Illustrator III	36.18
13047 - Librarian	33.18
13050 - Library Aide/Clerk	15.10***
13054 - Library Information Technology Systems Administrator	29.96
13058 - Library Technician	18.21
13061 - Media Specialist I	21.62
13062 - Media Specialist II	24.18
13063 - Media Specialist III	26.97
13071 - Photographer I	19.31
13072 - Photographer II	21.60
13073 - Photographer III	26.75
13074 - Photographer IV	32.73
13075 - Photographer V	39.61
13090 - Technical Order Library Clerk	18.95
13110 - Video Teleconference Technician	23.66
14000 - Information Technology Occupations	
14041 - Computer Operator I	24.21
14042 - Computer Operator II	27.07
14043 - Computer Operator III	30.19
14044 - Computer Operator IV	33.55
14045 - Computer Operator V	37.15

14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		24.21
14160 - Personal Computer Support Technician		33.55
14170 - System Support Specialist		42.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		38.60
15020 - Aircrew Training Devices Instructor (Rated)		46.70
15030 - Air Crew Training Devices Instructor (Pilot)		55.98
15050 - Computer Based Training Specialist / Instructor		38.60
15060 - Educational Technologist		37.48
15070 - Flight Instructor (Pilot)		55.98
15080 - Graphic Artist		27.74
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		55.98
15086 - Maintenance Test Pilot, Rotary Wing		55.98
15088 - Non-Maintenance Test/Co-Pilot		55.98
15090 - Technical Instructor		27.43
15095 - Technical Instructor/Course Developer		33.55
15110 - Test Proctor		22.14
15120 - Tutor		22.14
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		11.91***
16030 - Counter Attendant		11.91***
16040 - Dry Cleaner		15.30***
16070 - Finisher, Flatwork, Machine		11.91***
16090 - Presser, Hand		11.91***
16110 - Presser, Machine, Drycleaning		11.91***
16130 - Presser, Machine, Shirts		11.91***
16160 - Presser, Machine, Wearing Apparel, Laundry		11.91***
16190 - Sewing Machine Operator		16.22***
16220 - Tailor		17.44***
16250 - Washer, Machine		13.09***
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.48
19040 - Tool And Die Maker		29.58
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.16
21030 - Material Coordinator		24.46
21040 - Material Expediter		24.46
21050 - Material Handling Laborer		18.06
21071 - Order Filler		17.46***
21080 - Production Line Worker (Food Processing)		21.16
21110 - Shipping Packer		18.31
21130 - Shipping/Receiving Clerk		18.31
21140 - Store Worker I		14.35***
21150 - Stock Clerk		20.80
21210 - Tools And Parts Attendant		21.16
21410 - Warehouse Specialist		21.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		42.15
23019 - Aircraft Logs and Records Technician		34.24
23021 - Aircraft Mechanic I		40.22
23022 - Aircraft Mechanic II		42.15
23023 - Aircraft Mechanic III		44.11
23040 - Aircraft Mechanic Helper		28.82
23050 - Aircraft, Painter		38.19
23060 - Aircraft Servicer		34.24
23070 - Aircraft Survival Flight Equipment Technician		38.19
23080 - Aircraft Worker		36.23
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		36.23

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	40.22
II		
23110	- Appliance Mechanic	22.72
23120	- Bicycle Repairer	20.03
23125	- Cable Splicer	34.71
23130	- Carpenter, Maintenance	23.13
23140	- Carpet Layer	22.33
23160	- Electrician, Maintenance	26.62
23181	- Electronics Technician Maintenance I	29.13
23182	- Electronics Technician Maintenance II	30.70
23183	- Electronics Technician Maintenance III	32.33
23260	- Fabric Worker	26.87
23290	- Fire Alarm System Mechanic	24.37
23310	- Fire Extinguisher Repairer	21.56
23311	- Fuel Distribution System Mechanic	22.84
23312	- Fuel Distribution System Operator	17.91
23370	- General Maintenance Worker	21.20
23380	- Ground Support Equipment Mechanic	40.22
23381	- Ground Support Equipment Servicer	34.24
23382	- Ground Support Equipment Worker	36.23
23391	- Gunsmith I	21.56
23392	- Gunsmith II	24.77
23393	- Gunsmith III	27.49
23410	- Heating, Ventilation And Air-Conditioning Mechanic	26.12
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	27.38
23430	- Heavy Equipment Mechanic	29.88
23440	- Heavy Equipment Operator	23.36
23460	- Instrument Mechanic	27.95
23465	- Laboratory/Shelter Mechanic	26.10
23470	- Laborer	18.06
23510	- Locksmith	23.89
23530	- Machinery Maintenance Mechanic	29.66
23550	- Machinist, Maintenance	25.54
23580	- Maintenance Trades Helper	17.33***
23591	- Metrology Technician I	27.95
23592	- Metrology Technician II	29.30
23593	- Metrology Technician III	30.67
23640	- Millwright	29.85
23710	- Office Appliance Repairer	21.67
23760	- Painter, Maintenance	21.24
23790	- Pipefitter, Maintenance	30.10
23810	- Plumber, Maintenance	28.58
23820	- Pneudraulic Systems Mechanic	27.49
23850	- Rigger	26.24
23870	- Scale Mechanic	24.77
23890	- Sheet-Metal Worker, Maintenance	24.84
23910	- Small Engine Mechanic	22.93
23931	- Telecommunications Mechanic I	29.53
23932	- Telecommunications Mechanic II	30.96
23950	- Telephone Lineman	28.48
23960	- Welder, Combination, Maintenance	23.03
23965	- Well Driller	25.49
23970	- Woodcraft Worker	27.49
23980	- Woodworker	21.56
24000	- Personal Needs Occupations	
24550	- Case Manager	20.62
24570	- Child Care Attendant	13.84***
24580	- Child Care Center Clerk	17.25***
24610	- Chore Aide	11.04***
24620	- Family Readiness And Support Services Coordinator	20.62
24630	- Homemaker	20.62

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	31.76
25040 - Sewage Plant Operator	23.39
25070 - Stationary Engineer	31.76
25190 - Ventilation Equipment Tender	22.76
25210 - Water Treatment Plant Operator	23.39
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.02
27007 - Baggage Inspector	15.80***
27008 - Corrections Officer	25.57
27010 - Court Security Officer	27.84
27030 - Detection Dog Handler	18.61
27040 - Detention Officer	25.57
27070 - Firefighter	30.10
27101 - Guard I	15.80***
27102 - Guard II	18.61
27131 - Police Officer I	36.47
27132 - Police Officer II	40.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.24***
28042 - Carnival Equipment Repairer	18.84
28043 - Carnival Worker	12.40***
28210 - Gate Attendant/Gate Tender	17.74***
28310 - Lifeguard	12.71***
28350 - Park Attendant (Aide)	19.85
28510 - Recreation Aide/Health Facility Attendant	14.49***
28515 - Recreation Specialist	24.59
28630 - Sports Official	15.81***
28690 - Swimming Pool Operator	22.53
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	31.94
29020 - Hatch Tender	31.94
29030 - Line Handler	31.94
29041 - Stevedore I	30.20
29042 - Stevedore II	33.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	49.12
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	33.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	37.30
30021 - Archeological Technician I	20.07
30022 - Archeological Technician II	22.40
30023 - Archeological Technician III	27.75
30030 - Cartographic Technician	27.75
30040 - Civil Engineering Technician	29.55
30051 - Cryogenic Technician I	29.26
30052 - Cryogenic Technician II	32.32
30061 - Drafter/CAD Operator I	20.07
30062 - Drafter/CAD Operator II	22.40
30063 - Drafter/CAD Operator III	24.97
30064 - Drafter/CAD Operator IV	30.73
30081 - Engineering Technician I	19.32
30082 - Engineering Technician II	21.67
30083 - Engineering Technician III	24.23
30084 - Engineering Technician IV	30.03
30085 - Engineering Technician V	36.74
30086 - Engineering Technician VI	44.45
30090 - Environmental Technician	25.52
30095 - Evidence Control Specialist	26.42
30210 - Laboratory Technician	27.98
30221 - Latent Fingerprint Technician I	28.73
30222 - Latent Fingerprint Technician II	31.74
30240 - Mathematical Technician	33.58
30361 - Paralegal/Legal Assistant I	23.58
30362 - Paralegal/Legal Assistant II	29.23
30363 - Paralegal/Legal Assistant III	35.74

30364 - Paralegal/Legal Assistant IV	43.24
30375 - Petroleum Supply Specialist	32.32
30390 - Photo-Optics Technician	27.75
30395 - Radiation Control Technician	32.32
30461 - Technical Writer I	28.26
30462 - Technical Writer II	34.56
30463 - Technical Writer III	41.81
30491 - Unexploded Ordnance (UXO) Technician I	31.21
30492 - Unexploded Ordnance (UXO) Technician II	37.77
30493 - Unexploded Ordnance (UXO) Technician III	45.27
30494 - Unexploded (UXO) Safety Escort	31.21
30495 - Unexploded (UXO) Sweep Personnel	31.21
30501 - Weather Forecaster I	29.26
30502 - Weather Forecaster II	35.59
30620 - Weather Observer, Combined Upper Air Or	(see 2) 24.97
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.42
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	37.77
31020 - Bus Aide	16.45***
31030 - Bus Driver	23.99
31043 - Driver Courier	19.42
31260 - Parking and Lot Attendant	13.20***
31290 - Shuttle Bus Driver	18.53
31310 - Taxi Driver	13.24***
31361 - Truckdriver, Light	21.25
31362 - Truckdriver, Medium	23.08
31363 - Truckdriver, Heavy	25.67
31364 - Truckdriver, Tractor-Trailer	25.67
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	18.41
99030 - Cashier	13.48***
99050 - Desk Clerk	14.92***
99095 - Embalmer	26.46
99130 - Flight Follower	31.21
99251 - Laboratory Animal Caretaker I	16.21***
99252 - Laboratory Animal Caretaker II	17.73***
99260 - Marketing Analyst	37.40
99310 - Mortician	26.46
99410 - Pest Controller	23.68
99510 - Photofinishing Worker	16.40***
99710 - Recycling Laborer	23.22
99711 - Recycling Specialist	28.52
99730 - Refuse Collector	20.52
99810 - Sales Clerk	14.98***
99820 - School Crossing Guard	15.36***
99830 - Survey Party Chief	31.25
99831 - Surveying Aide	18.73
99832 - Surveying Technician	24.00
99840 - Vending Machine Attendant	17.05***
99841 - Vending Machine Repairer	20.93
99842 - Vending Machine Repairer Helper	17.01***

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75 per hour) or 13658 (\$13.30 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$5.36 per hour, up to 40 hours per week, or \$214.40 per week or \$929.07 per month

HEALTH & WELFARE EO 13706: \$4.93 per hour, up to 40 hours per week, or \$197.20 per week, or \$854.53 per month*

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

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

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

AGENDA ITEM ATTACHMENT CHECKLIST

Use when routing electronic or original documents for signatures

Name of person submitting item: Chief David Coulon

Item name/subject/topic: 2025-162 2025 US Army Corps of Engineer (USACE) Solicitation for Contract – 3/3/25 agenda

Does this item need to be recorded with Tarrant County? ☐ Yes ☒ No

Does this item need to be recorded with Denton County? ☐ Yes ☒ No

Does this item impact the Town's Code of Ordinances (i.e. codified/Municode)? ☐ Yes ☒ No

Complete for all parties **that need to sign** (TOFM staff, outside vendors, notary public, etc.):

Name	Position/Title	E-mail Address	Contact number
Cheryl Moore	Mayor	cheryl.moore@flowermound.gov	972-874-6070

Complete for all parties **that would like to be cc'd** (TOFM staff, outside Admins):

Name	Position/Title	E-mail Address	Contact number
Kristi Salinas	Executive Assistant	Kristi.salinas@flowermound.gov	972-874-3314
Margaret Mulcahy	Patrol Secretary-police	Margaret.mulcahy@flowermound.gov	972-874-3321

All of the individuals listed on this checklist will receive docusign updates and a fully executed electronic convenience copies once all signatures are obtained.

☒ This document must receive a wet signature. Short explanation as to why? USACE requires it

If so, is there a labeled envelope included for the TSO to mail the executed documents to the third party?

☐ Yes ☒ No **DEPT. MAIL CODE** _____

☒ Confirm all signature areas are tabbed: **Mayor (yellow), Attorney (green), Secretary (red), Manager (blue)**

☐ **Esign documents**, indicate where signature is required: ATTACH# _____ PAGE# _____

SPECIAL INSTRUCTIONS: 1 wet signature on attachment #1, the 2nd page of the attachment which is Page 1, 30a, of the solicitation for contract, as tabbed in yellow.

<u>TSO use only:</u>	
<u>Meeting Date:</u>	
<u>Item #:</u>	
<u>Ord/Res #:</u>	
<u>Status:</u>	
<u>Scanned:</u>	



TOWN COUNCIL AGENDA I.11. CONSENT ITEM(S)

DATE: March 3, 2025
FROM: Brian Waltenburg, Assistant Director of Engineering
ITEM: **Consider approval of Change Order No. 1 for the Oak Street Lift Station and Forcemain Phase IV project, amending the contract with Fort Worth Civil Constructors LLC to provide an increase to the contract in the amount of \$84,069.66.**

BACKGROUND: On June 6, 2022, Town Council approved a construction agreement with Fort Worth Civil Constructors LLC for the Oak Street Lift Station and Forcemain Phase IV project in the amount of \$5,408,686.00.

The Oak Street Lift Station and Force Main Phase IV project includes improvements to the lift station to increase firm pumping capacity as required in the Town's wastewater master plan. More specifically, the project includes the replacement and upsizing of wastewater pumps, replacement of electrical infrastructure, and installation of backup generation.

Change Order 1 includes additional work required during construction, including additional costs associated with the generator, the addition of cathodic protection at the request of the Town, changes to the bypass connection due to conflicts identified in field, modifications to dry well pipe supports, additional wet well pipe rail supports at the request of the Town, reroute of new electrical conduit due to conflict with existing vault, additional fittings at discharge header to allow for proper connection to the existing force main, additional valve manhole to allow for maintenance and repair of the valve without excavation. In addition, 447 days were added to the contract due to material lead times for the generator. If approved, CO1 will increase the contract by \$84,069.66 for a total of \$5,549,475.66.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

ALTERNATIVES: N/A

FISCAL IMPACT: \$84,069.66

Proposed Expenditure/(Revenue)
\$84,069.66

Account Number(s):
600-971-90386-6180

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Proposed Change Order #1

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

CHANGE ORDER No. 1

Effective Date: Upon execution by the Mayor
 Owner: Town of Flower Mound
 Contractor: Fort Worth Civil Constructors
 Project: Oak Street Lift Station and Forcemain Phase IV

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:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
8	Kohler 750 kW Generator (Allowance)	LS	Add	1	\$ 9,000.00	\$ 9,000.00
CO1-A	Cathodic Protection Extension	LS	Add	1	\$ 2,072.45	\$ 2,072.45
CO1-B	Bypass Pump Connection Adjustment	LS	Add	1	\$ 26,413.90	\$ 26,413.90
CO1-C	Dry Well Pipe Support Rework	LS	Add	1	\$ 3,960.87	\$ 3,960.87
CO1-D	Wet Well Pipe Rail Support	LS	Add	1	\$ 11,080.05	\$ 11,080.05
CO1-E	Electrical Reroute at Vault	LS	Add	1	\$ 9,570.55	\$ 9,570.55
CO1-F	Revised Header Fittings	LS	Add	1	\$ 14,143.84	\$ 14,143.84
CO1-G	Knife Valve Manhole	LS	Add	1	\$ 7,827.98	\$ 7,827.98
TOTAL						\$ 84,069.66

JUSTIFICATION

Items 8 - Provides for additional costs associated with the ordering of the generator. These costs were originally planned for but were not included in the bid or award process.

CO1-A - Provides for additional cathodic protection added by design engineer following discussion at preconstruction meeting.

CO1-B - Provides for a change to the bypass connection due to conflict identified in field.

CO1-C - Provides for modifications to drywell pipe supports which were too short to work with existing conditions.

CO1-D - Provides for additional wet well pipe rail supports. The fabricated pipe rail supports had no mounting location due to the hatch lids conflicting with the mounting location.

CO1-E - Provides for the reroute of new electrical conduit due to conflict with existing vault.

CO1-F - Provides for additional fittings at discharge header to allow for the tie into the existing force main. The existing force main was installed at a slight angled that required the additional fittings.

CO1-G - Provides for an additional manhole to allow for access to the Knife Valve. This was not included in the plans. This was a requires from Town staff to allow for maintenance and repair of the valve without excavation.

471 Additional days added to contract due to lead time of generator. NTP was provided on July 13, 2022 to allow for ording materials and equipment. Work started October 2, 2023.

Original Contract	\$ 5,465,406.00
Change Order #1	\$ 84,069.66
Revised Contract Price	\$ 5,549,475.66

Original Substantial Completion Days	425
Change Order No. 1 Additional Days	447
Revised Substantial Completion Days	872

Original Final Completion Days	455
Change Order No. 1 Additional Days	447
Revised Final Completion Days	902

Recommended for Approval Brian Waltenburg 2/18/25
 Brian Waltenburg, PE
 Interim Director of Public Works

John Copes 2/17/25
 Contractor
 Contractor Title

Approved _____ Date _____
 Mayor Cheryl Moore



TOWN COUNCIL AGENDA I.12. CONSENT ITEM(S)

DATE: March 3, 2025

FROM: Sarah Luxton, Senior Management Analyst

ITEM: **Consider approval of a Historical Items Collection Loan for several items at the Gibson Grant Log House; authorizing the Town of Flower Mound to enter into a loan agreement.**

BACKGROUND: Consider approval of a Historical Items Collection Loan for several items at the Gibson Grant Log House; authorizing the Town of Flower Mound to enter into a loan agreement. The items include: doll, carriage, small bedside cabinet, dollies, buttons, toy rocker, ceramic jug, baby shoes, toy blocks, clay pot, fire cooking utensils, and broom.

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of items by a vote of 8/0 by all but one of their commissioners at their regular meeting on February 14, 2025 (one commissioner abstained from the vote due to a conflict of interest).

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended the approval by a vote of 8-0 at their regular meeting on February 14, 2025.

ALTERNATIVES: N/A

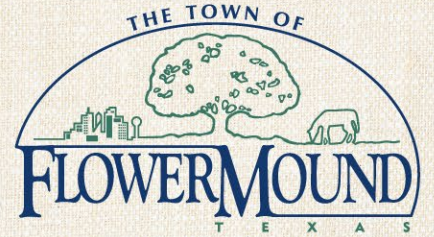
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Loan TOFM Historical Collection Item

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



Historical Collection Item

Sarah Luxton
Senior Management Analyst

Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Doll & Carriage
- History of the item:
Dates back to the 1880s



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Small Bedside “potty” cabinet
- History of the item:
Dates back to the 1880s



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Collection of Buttons
- History of the item:
These buttons are 100 years old and
composed of various materials including
bone and seashell.



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Doilies
- History of the item:
They date back to the 1880s



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Toy Rocker
- History of the item:
Item is estimated to be between
80-100 years old.



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Ceramic Jug
- History of the item:
Replicate made by Sweety



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Baby Shoes
- History of the item:
Belong to Sweety's sister. Estimated to be around 99 years old. The baby shoes have also been electroplated.



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Toy Blocks
- History of the item:
Old toy blocks that are also
estimated to be around 99 years
old.



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Clay Pot
- History of the item:
Replicate made by Sweety



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Fire Cooking Utensil
- History of the item:
Estimated to date back to the 1890s



Loan Item

- Application Submitted by:
Sweety and Alton Bowman
- Loan Item under review:
Broom
- History of the item:
Replicate that is also about 50 years old.





TOWN COUNCIL AGENDA I.13. CONSENT ITEM(S)

DATE: March 3, 2025

FROM: Sarah Luxton, Senior Management Analyst

ITEM: **Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection.**

BACKGROUND: Consider approval of the donation of several historical items; authorizing the Town of Flower Mound to accept items into their collection. The items include articles of clothing, hat, cane, book and saddle all belonging to the first Mayor of the Town of Flower Mound, Bob Rheudasil.

On December 2, 2024, the Town of Flower Mound passed the Historical Collection Policy that allows the Town to acceptance, deaccession, loan, and maintenance of items and information of historical significance, including criteria and procedures. Per the Historical Collection Policy, the Town Council is able to approve items to be accepted as a donation or loan to the Town of Flower Mound. The Historical Commission recommended the approval of items by a vote of 8/0 by all but one of their commissioners at their regular meeting on February 14, 2025 (one commissioner abstained from the vote due to a conflict of interest).

BOARD REVIEW/CITIZEN FEEDBACK: The Historical Commission recommended the approval of items by a vote of 8/0 by all but one of their commissioners at their regular meeting on February 14, 2025 (one commissioner abstained from the vote due to a conflict of interest).

ALTERNATIVES: N/A

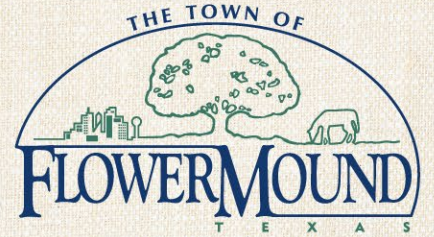
FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Donation TOFM Historical Collection Item

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



Historical Collection Item

Sarah Luxton
Senior Management Analyst

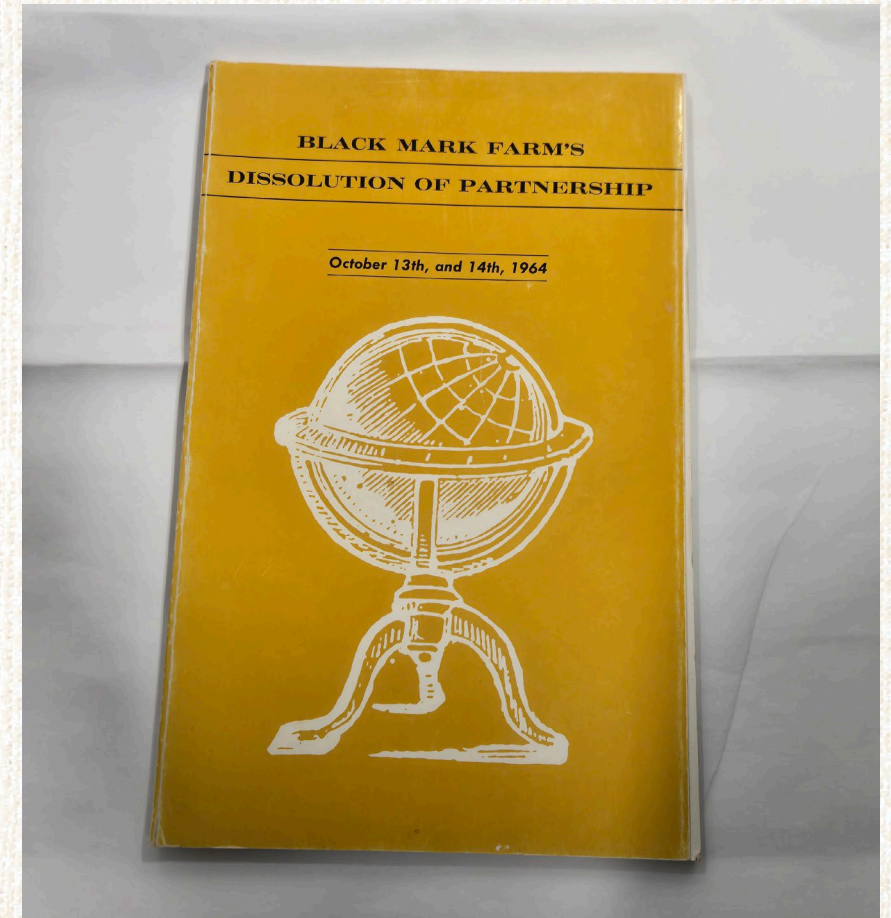
Acceptance Item

- Application Submitted by:
Mark Glover
- Loan Item under review:
Hat and Cane
- History of the item:
Items belonged to Bob Rheudasil (the First Mayor of the Town of Flower Mound).



Acceptance Item

- Application Submitted by:
Mark Glover
- Loan Item under review:
Black Mark Farm Booklet
- History of the item:
Item contains historical information pertaining to the historical Black Mark Farm that was once located in the Town of Flower Mound and belonged to Bob Rheudasil.



Acceptance Item

- Application Submitted by:
Mark Glover
- Loan Item under review:
Horse Saddle
- History of the item:
Items belonged to Bob Rheudasil (the First Mayor of the Town of Flower Mound). The saddle also dates back to 1925.





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

DATE: March 3, 2025
FROM: Chuck Jennings, Director of Parks and Recreation
ITEM: **Consider approval of the naming of the Veterans Plaza area at Peters Colony Memorial Park as the Douglas A. Brown Veterans Plaza. (The Parks Board recommended approval by a vote of 6 to 0 at the February 6, 2025 meeting.)**

BACKGROUND: The naming or renaming of Town parks or areas within a park is the responsibility of the Parks Board. The process for determination of a name for recommendation to the Town Council is specified in Town Ordinance Sec. 54-1. Now that Peters Colony Memorial Park is under construction, a request has been made from members of the Town's Veterans Liaison Board to name the Veterans Plaza area after long-time resident Doug Brown. Mr. Brown, a WWII veteran, served for more than two decades in the US Army and has dedicated his retirement years to giving back to the local community in many different ways. Per the Town's code of ordinances, parts or areas within a park or recreation facility may be given a name which is different from the park or building. Names for such facilities shall be established by the same guidelines and procedures applied to parks and buildings.

The Chair of the Parks Board appointed a naming committee of three members at the December 5, 2024, regular meeting to consider the request. Board members Doug Graves, Jennifer Romaszewski, and Ashish Puri met with staff via Teams on January 22, to discuss the naming request and learn more about Mr. Brown's service to his country and the local community. The naming committee recommended the Parks Board consider naming the area within the park as the Douglas A. Brown Veterans Plaza.

At the February 6 meeting, the Parks Board reviewed the naming committee's recommendation and a presentation was provided outlining Mr. Brown's service and accomplishments. Several members of the Veterans Liaison Board were in attendance and Ms. Ginger Simonson provided additional information about Mr. Brown's character and servant heart. The Board agreed with the recommendation and voted unanimously for the Town Council to consider naming the area at Peters Colony Memorial Park as the Douglas A. Brown Veterans Plaza.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks Board recommended approval by a unanimous vote of 6 to 0 at its February 6, 2025, regular meeting.

ALTERNATIVES: The Town Council can deny the Parks Board's recommendation and/or send it back to the Parks Board for alternative naming options.

FISCAL IMPACT: N/A
N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

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



TOWN COUNCIL AGENDA J.3. REGULAR ITEM(S)

DATE: March 3, 2025
FROM: Claire Barnes, Planner
ITEM: **Public Hearing to consider an ordinance amending the zoning (Z25-0001- Sunrise Circle Lot 24, Block 1) from Interim Holding (IH) uses to Single Family District-10 (SF-10) uses. The property is generally located east of Stonecrest Road and south of Sunrise Circle. (PZ recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.)**

BACKGROUND:

- Size – 0.44 acres
- Proposed Zoning – SF-10 (Single Family District-10, minimum 10,000 sf lots)
- Proposed Density – Medium Density Residential, as designated in the Master Plan
- SMARTGrowth – Exempt
- Traffic Analysis – Exempt
- Incentives – N/A
- [Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

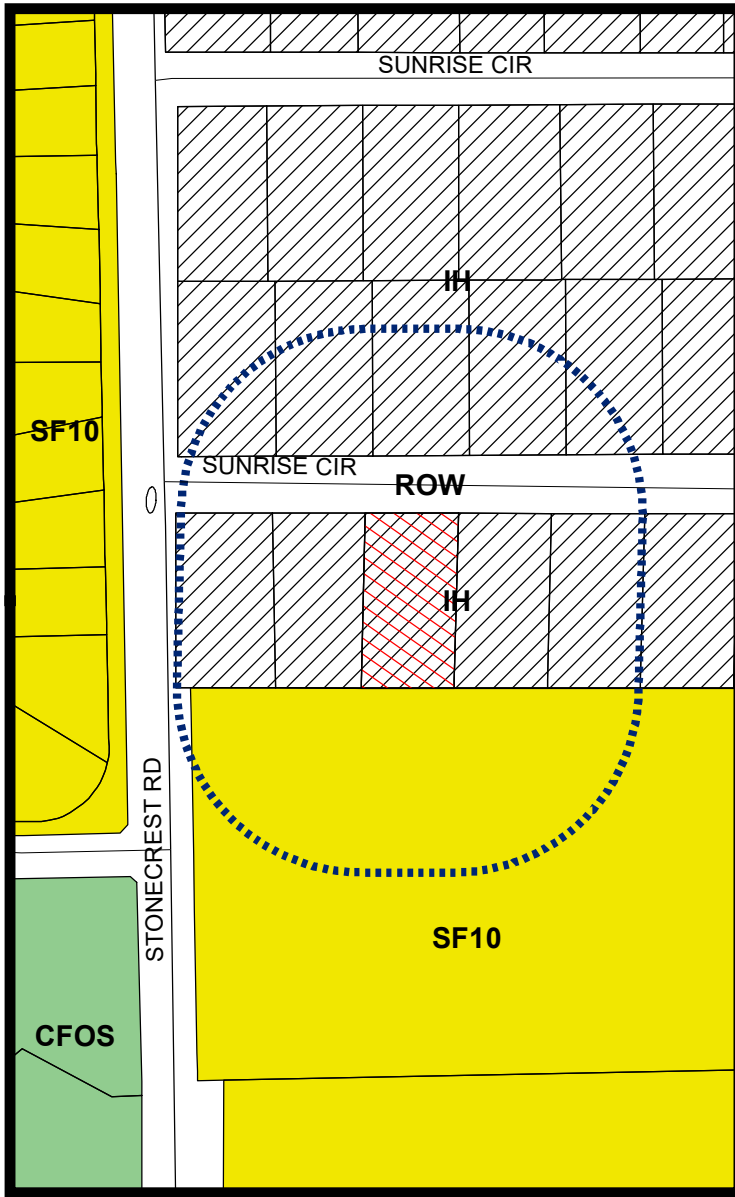
ATTACHMENTS:

1. Zoning & Aerial Map
2. DRAFT Ordinance
3. DRAFT Exhibit A

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

Vicinity Map

Z25-0001: Sunrise Circle Lot 24, Block 1



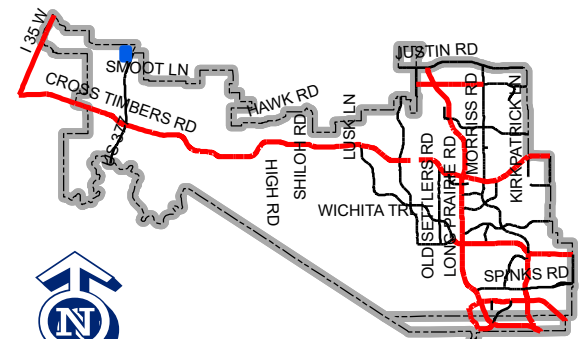
LEGEND

- Canyon Falls Open Space
- Interim Holding
- Single Family 10

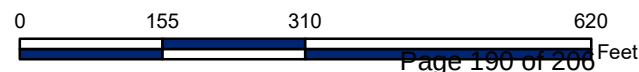
- Subject Property
- 200 ft Notification Buffer around Property

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

Visit <https://www.flowermound.gov/notifyme> to sign up for text message and/or email alerts for future projects.



Map Location



TOWN OF FLOWER MOUND, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING THE OFFICIAL ZONING MAP, EXHIBIT “A” OF SUBPART B, “LAND DEVELOPMENT REGULATIONS,” OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS BY CHANGING THE ZONING ON APPROXIMATELY .44 ACRES OF LAND BEING ALL OF LOT 24, BLOCK 1 OF THE SUNRISE CIRCLE ESTATES ADDITION, DENTON COUNTY, TEXAS, FROM IH INTERIM HOLDING DISTRICT TO SF-10 SINGLE FAMILY DISTRICT-10 IN ACCORDANCE WITH THE TOWN’S MASTER PLAN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, in accordance with Chapter 78 of the Land Development Regulations, the owners of the property described as approximately 0.44 acres of land being all of Lot 24, Block 1 of the Sunrise Circle Estates Addition, Denton County, Texas, (the “Property”) have filed an application to change the zoning from IH Interim Holding District to SF-10 Single Family District-10; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 24, 2025, and the Town Council of the Town held a public hearing on March 3, 2025, with respect to the proposed zoning as described herein; and,

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

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

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

SECTION 1

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

Approximately 0.44 acres of land being all of Lot 24, Block 1 of the Sunrise Circle Estates Addition, Denton County, Texas, from IH Interim Holding District to SF-10 Single-Family District-10.

SF-10 Single Family District-10 uses as depicted in the zoning exhibit attached as Exhibit "A" hereto.

SECTION 2

The official Zoning Map of the Town is amended and the Director of Development Services is directed to revise the official Zoning Map to reflect the approved zoning as set forth above.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 3RD DAY OF MARCH, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY

52122
FILED FOR RECORD

Calc. D, Pg. 258

84 OCT 1 AM 1:42

MARY J. HILL, CO. CLERK
DENTON COUNTY, TEXAS

DEPUTY

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

WHEREAS, THE OWNERS (as listed separately below), are the sole owners of their respective following described tracts of land.

Lots 1 thru 26, Block 1, and Lots 1 thru 16, Block 2, Sunrise Circle Estates, a proposed subdivision in Denton County, Texas.

AND WHEREAS, THE OWNERS, are the sole owners of their respective portions of the following described tract of land situated in the F. W. Thornton Survey, Abstract No. 1244, and the Thomas Burress Survey, Abstract No. 33, Denton County, Texas, being a part of a certain (called) 69.560 acre tract described in a deed from Ernest A. Tinnerello to Phyllis Elaine Tinnerello on the 21st day of April, 1960 and recorded in Volume 1013, Page 631, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCE at a found steel pin at the Northwest corner of said 69.560 acre tract in a public road, said corner being also the Northwest corner of Stonecrest South Addition to said Thornton Survey, of record in Volume 5, Page 23, Plat Records, Denton County, Texas, thence S. 1° - 49' - 39" W. with the West boundary line of said 69.560 acre tract in said road, a distance of 708.03 feet to a corner in said road at the Southwest corner of Stonecrest South Addition for the POINT OF BEGINNING of the herein described tract;

THENCE S. 86° - 56' - 15" E. with the South boundary line of said Addition pass at 25.0 feet a steel pin on the East boundary line of said road and in all a distance of 1281.40 feet to a steel pin at a fence on the Westerly right-of-way of the Texas & Pacific Railroad and the Easterly boundary line of said 69.650 acre tract;

THENCE S. 24° - 13' - 00" W. with said fence and said Railroad right-of-way pass the South boundary line of said Thornton Survey which is the North boundary line of said Burress Survey, a distance of 949.49 feet to a steel pin;

THENCE N. 86° - 56' - 15" W. a distance of 919.66 feet to a corner in a public road on the West boundary line of said 69.650 acre tract and on the West boundary line of said Burress Survey;

THENCE N. 1° - 49' - 39" E. in said road pass the Northwest corner of said Burress Survey on the South boundary line of said Thornton Survey, a distance of 885.71 feet to the POINT OF BEGINNING and containing 22.372 acres.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned owners of Lot 1, Block 1.

CARLOS RAY SHELTON, the undersigned owner of Lot 2, Block 1.

JEANIE O'SHIELD, the undersigned owner of Lot 3, Block 1.

STEVE A. HORN et ux RHONDA B., the undersigned owners of Lot 4, Block 1.

STEVE YEARY et ux MARLENE, the undersigned owners of Lot 5, Block 1.

EDWIN W. QUINTON et ux PATRICIA G., the undersigned owners of Lot 7, Block 1.

JERRY W. WOOD et ux LULA M., the undersigned owners of Lot 8, Block 1.

ROBERT BRADLEY PRICE et ux RHONDA JUNE, the undersigned owners of Lot 9, Block 1.

JEANETTE W. DUTTON et vir LARRY, the undersigned owners of Lot 23, Block 1.

GARY KIEITH HESTER et ux MEREDITH ANN, the undersigned owners of Lot 3, Block 2.

ROBERT CRAIG SMITH et ux LAURA LOUISE, the undersigned owners of Lot 4, Block 2.

LOWELL DUNCAN et ux GERALDINE, the undersigned owners of Lot 5, Block 2.

SUNRISE VENTURES, INC., the undersigned owner of the remaining portion of said tract do hereby adopt this plat designating the hereinabove described real property as Lots 1 thru 26, Block 1 and Lots 1 thru 16, Block 2, Sunrise Circle Estates, Denton County, Texas, and does hereby dedicate to the use of the public all streets and easements as shown thereon.

WITNESS OUR HAND, this 19th day of March, 1984.

<u>Rocky A. Whitte</u>	Lot 1, Block 1	<u>Kim Webster</u>	Lot 1, Block 1
<u>Carlos Ray Shelton</u>	Lot 2, Block 1	<u>Rodney Jean O'Shield</u>	Lot 3, Block 1
<u>Steve A. Horn</u>	Lot 4, Block 1	<u>Rhonda B. Horn</u>	Lot 4, Block 1
<u>Steve Yeary</u>	Lot 5, Block 1	<u>Marlene Yeary</u>	Lot 5, Block 1
<u>Edwin W. Quinton</u>	Lot 7, Block 1	<u>Patricia G. Quinton</u>	Lot 7, Block 1

STATE OF TEXAS X
COUNTY OF X
SUNRISE VENTURES, INC. - K. WAYNE LEE, PRESIDENT

BEFORE ME, the undersigned authority, on this day personally appeared K. WAYNE LEE, Steve Weary, Marlene Weary, Edwin W. Quinton, Patricia G. Quinton, Jerry W. Wood, Lula M. Wood, Robert Bradley Price, Rhonda June Price, Jeanette W. Dutton, Larry Dutton, Gary Keith Hester, Meredith Ann Hester, Robert Craig Smith, Laura Louise Smith, Lowell Duncan, Geraldine Duncan, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein stated.

GIVEN UNDER my hand and seal of office this 19th day of March, 1984.

Walter W. Ward
Notary Public

CERTIFICATE OF SURVEYOR

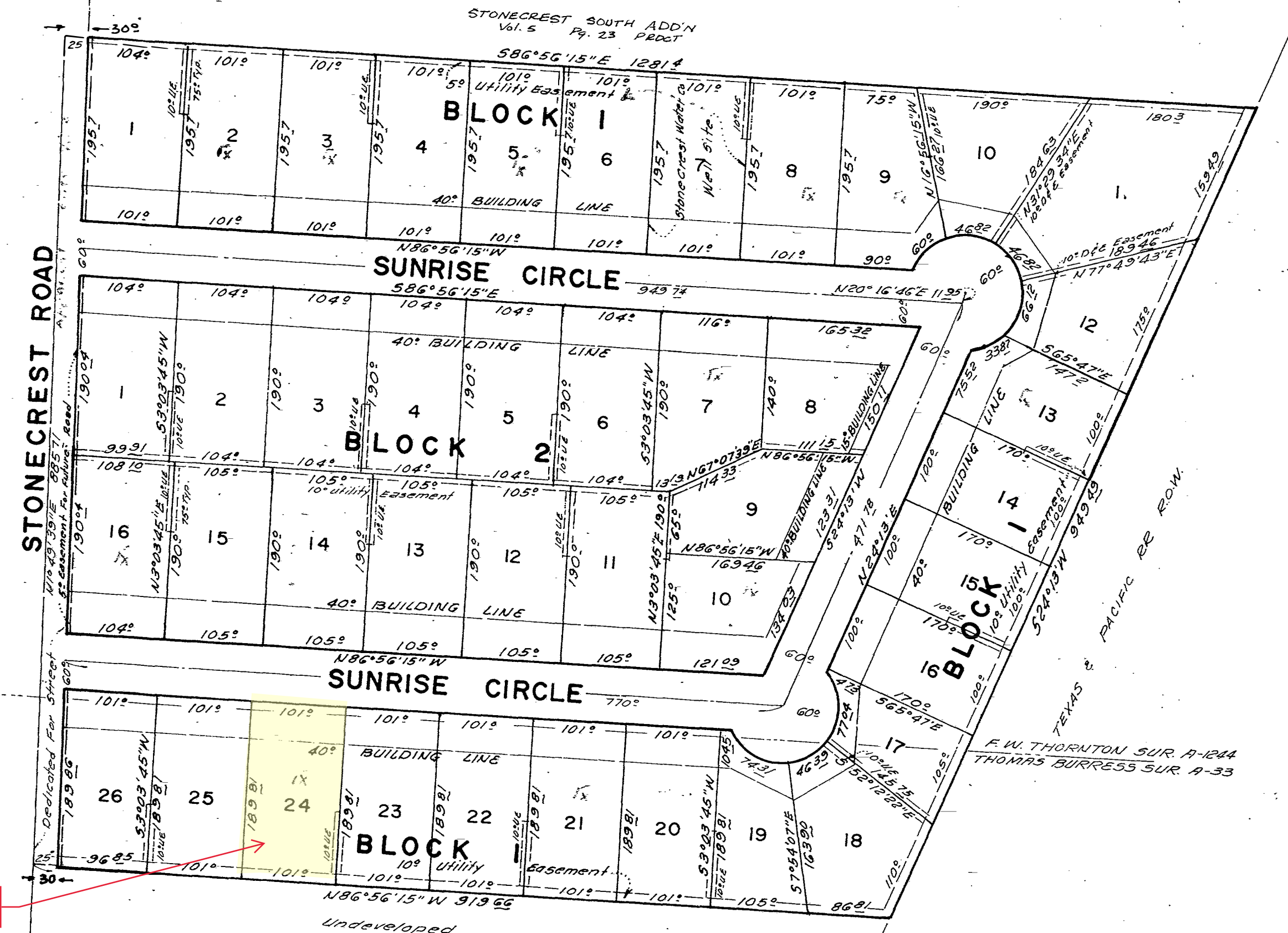
I, Walter W. Ward, the undersigned, a registered public surveyor in the State of Texas, hereby certify that this plat is a true and correct representation of a survey made on the ground.

Date 12-7-83

12/7/83

Walter W. Ward, Registered Public Surveyor

WARD SURVEYING COMPANY
P.O. BOX 18255
FORT WORTH, TEXAS 76118
PHONE AC (817) 281-5411



PLAT SHOWING

SUNRISE CIRCLE ESTATES

A SUBDIVISION OF A PORTION OF THE

F.W. THORNTON SURVEY, A-1244

and the

THOMAS BURRESS SURVEY, A-38

Situated in

DENTON COUNTY, TEXAS

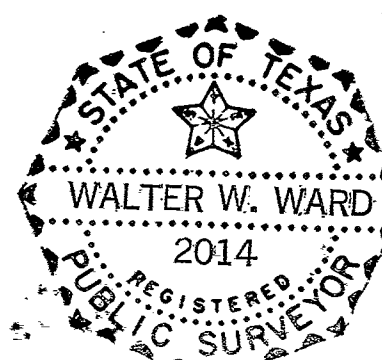
22.37 Acres

RESIDENTIAL MODULAR MOBILE

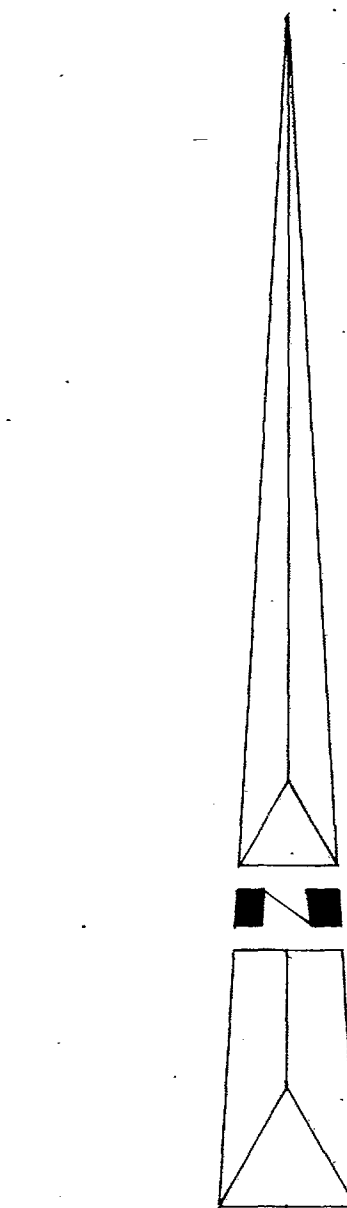
OWNER & DEVELOPER:
SUNRISE VENTURES, INC.
K. WAYNE LEE, PRES.

Average Lot = 0.86 Acres

John Roberts
DENTON COUNTY PLAT DEPT.
P.O. Box 1249
Denton, Texas 76201

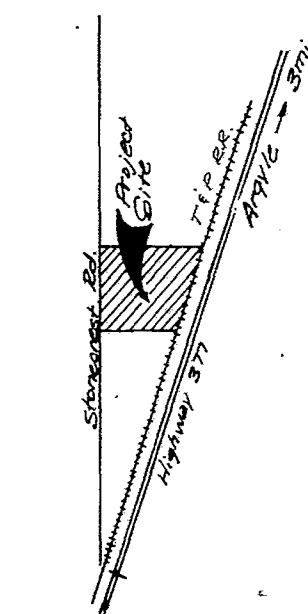


<u>Jerry W. Wood</u>	Lot 8, Block 1
<u>Robert Bradley Price</u>	Lot 9, Block 1
<u>Jeanette W. Dutton</u>	Lot 23, Block 1
<u>Gary K. Hester</u>	Lot 3, Block 2
<u>Robert Craig Smith</u>	Lot 4, Block 2
<u>Lowell Duncan</u>	Lot 5, Block 2
<u>Lula M. Wood</u>	Lot 8, Block 1
<u>Rhonda June Price</u>	Lot 9, Block 1
<u>Larry Dutton</u>	Lot 23, Block 1
<u>Meredith Ann Hester</u>	Lot 3, Block 2
<u>Laura Louise Smith</u>	Lot 4, Block 2
<u>Geraldine Duncan</u>	Lot 5, Block 2



Graphic Scale
in feet
Scale: 1" = 100'

Note: Iron Pins will be set at all corners upon approval of plat.



LOCATION MAP

PERCOLATION TEST RESULTS

LOT & BLOCK	PERCOLATION RATE
BLOCK 1, LOT 1	49
" " LOT 2	47
" " LOT 3	36
" " LOT 4	36
" " LOT 5	50
" " LOT 6	36
" " LOT 7	40
" " LOT 8	45
" " LOT 9	38
" " LOT 10	34
" " LOT 11	4

NOTE: Groundwater Absent On All Tests

APPROVED:

COMMISSIONERS COURT
DENTON COUNTY, TEXAS

BY: COUNTY JUDGE

PLAT APPROVED AND ROADS ACCEPTED FOR COUNTY MAINTENANCE
PURPOSES ON THIS DAY OF March, 1984
COMMISSIONERS COURT OF DENTON COUNTY, TEXAS

BY: Buddie COUNTY JUDGE



TOWN COUNCIL AGENDA J.4. REGULAR ITEM(S)

DATE: March 3, 2025
FROM: Lexin Murphy, Director of Development Services
ITEM: **Public Hearing to consider an ordinance amending the Land Development Regulations (LDR25-0001 - Land Use Update) by amending Chapter 82 “Development Standards,” Chapter 90 “Subdivisions,” Chapter 98 “Zoning,” and Appendix A “Fees,” related to clarifying and adding exception provisions for setback and landscaping standards, clarifying lot width and depth standards, adding turnaround standards for gated entry of private subdivisions, amending setback standards within the Campus Commercial and Campus Industrial districts, updating accessory dwelling standards, adding standards for parking lot lights, and updating fees related to land development within the Town. (PZ recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.)**

BACKGROUND:

This Town-initiated item is proposed to amend the Town’s Land Development Regulations by updating language related to development standards and fees for the purpose of clarify and consistency, incorporating feedback from Town Council.

The focus of this update includes the following topics:

1. Clarifying various development standards for consistency purposes.
2. Creating a landscape buffer exception process based on the direction staff received following FloMo Convos for the development community.
3. Modifying residential compatibility exception language to better accommodate resident feedback.
4. Modifying the lot depth exception to reflect the intent of limiting flag lots.
5. Codifying standards for rejection areas at the entrances to gated subdivisions.
6. Adopting a maximum Kelvins standard for parking lot lighting in line with the Town’s goal of limiting light pollution.
7. Updating fee explanations within Appendix A to match current practices.

Several topics have been discussed with Town Council in recent years.

1. TC Work Session on FloMo Convos Development Community Edition – [April 18, 2024, Meeting Link](#)
2. TC Work Session on lighting – [October 17, 2024, Meeting Link](#)
3. Town Council Future Agenda Items – [January 6, 2025, Meeting Link](#)

[Planning and Zoning Commission Staff Report Link](#)

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission recommended approval by a vote of 6 to 0 at its February 24, 2025, meeting.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. DRAFT Ordinance

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

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, AMENDING CHAPTER 82, "DEVELOPMENT STANDARDS," CHAPTER 90, "SUBDIVISIONS," CHAPTER 98, "ZONING," AND APPENDIX A, "FEE SCHEDULE," OF SUBPART B, "LAND DEVELOPMENT REGULATIONS," OF THE CODE OF ORDINANCES, TOWN OF FLOWER MOUND, TEXAS, BY CLARIFYING AND ADDING EXCEPTION PROVISIONS FOR SETBACK AND LANDSCAPING STANDARDS, CLARIFYING LOT WIDTH AND DEPTH STANDARDS, ADDING TURNAROUND STANDARDS FOR GATED ENTRY OF PRIVATE SUBDIVISIONS, AMENDING SETBACK STANDARDS WITHIN THE CAMPUS COMMERCIAL AND CAMPUS INDUSTRIAL DISTRICTS, UPDATING ACCESSORY DWELLING STANDARDS, ADDING STANDARDS FOR PARKING LOT LIGHTS, AND UPDATING FEES RELATED TO LAND DEVELOPMENT WITHIN THE TOWN; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 (the "Town Council") previously adopted Chapter 82, "Development Standards," Chapter 90, "Subdivisions," Chapter 98, "Zoning," and Appendix A, "Fee Schedule," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas; and,

WHEREAS, the Town Council finds and determines that it is necessary to clarify the requirement for landscape plan submission, to include opportunities for waiver or modification of the landscape buffer requirement, and to require public hearings with compatibility buffer and setback waiver or modification requests; and,

WHEREAS, the Town Council finds and determines that it is necessary to clarify and amend the lot-width-to-depth ratio regulation and the requirement for a turnaround for private gated subdivisions; and,

WHEREAS, the Town Council finds and determines that it is necessary to add certain definitions and to amend front setback standards for certain zoning districts, accessory dwelling regulations, and parking area light regulations; and,

WHEREAS, the Town Council finds and determines that it is necessary to clarify and amend certain fees associated with engineering exceptions, permits, and inspections commensurate to staff time; and,

WHEREAS, the Planning and Zoning Commission of the Town held a public hearing on February 24, 2025, and the Town Council held a public hearing on March 3, 2025, with respect to the amendments described herein; and,

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

WHEREAS, the Town Council finds that the amendments as outlined herein are 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

Division 1, "Generally," of Article V, "Landscaping and Screening," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 82-213, "Approving bodies," and Section 82-214, "Landscape plan," to read as follows:

"Sec. 82-213. Approving bodies.

The approval of a landscape plan shall be considered a part of the respective application's approval process.

- (1) *Nonresidential developments.* A landscape plan must be submitted and considered in conjunction with any subdivision site plan, site plan, planned development, or specific use permit application.
- (2) *Residential developments.* A landscape plan must be submitted and considered in conjunction with any subdivision site plan or planned development containing more than four lots.

Sec. 82-214. Landscape plan.

- (a) *Landscape plan required.* Any proposed building or use shall be shown on a landscape plan and shall include the location of buildings to remain, proposed buildings, parking areas, street improvements, locations and types of landscaped areas, walls, and screening devices. The appropriate method of submitting the landscape plan to the town for a subdivision site plan, planned development, specific use permit, or site plan is outlined on the town's website.

- (b) *Licensed landscape architect.* All landscape plans accompanying a site plan must be signed and sealed by a licensed landscape architect.

***"

SECTION 2

Division 2, "Landscaping," of Article V, "Landscaping and screening," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 82-242, "Street buffer landscaping," to establish a waiver or modification provision to read as follows:

"Sec. 82-242. Street buffer landscaping.

- (f) Waiver or modification of buffer requirement. Town council may authorize a waiver or modification, upon recommendation by the planning and zoning commission, to the street buffer width requirement in instances where there exists irregular or jogged right-of-way lines or other such special circumstances, provided that any trees affected by a compressed buffer shall be relocated and installed elsewhere on the site in accordance with an approved landscape plan.

***"

SECTION 3

Division 4, "Residential compatibility standards," of Article V, "Landscaping and screening," of Chapter 82, "Development Standards," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 82-302, "Compatibility buffer," to establish additional standards for compatibility buffers and to include a public hearing requirement for compatibility buffer waiver or modification requests; and by amending Section 82-303, "Compatibility setback," to include a public hearing requirement for compatibility setback waiver or modification requests to read as follows:

"Sec. 82-302. Compatibility buffer.

A landscaped buffer shall be located on the site of the nonresidential or multifamily use along all property lines adjacent to the existing or proposed residential uses, subject to the following standards:

- (6) Detention/retention ponds and drainage easements shall not be located within the required 25-foot compatibility buffer.

- (7) Waiver or modification of buffer requirements. The town council, after a public hearing and upon receiving a recommendation by the planning and zoning commission, may grant an exception to allow for the waiver or modification of the required compatibility buffer. Written notification to all adjacent property owners and adjacent homeowners' associations shall be provided no less than ten days prior to the consideration of a site plan or subdivision site plan containing a modification or waiver of the compatibility buffer requirements.

Sec. 82-303. Compatibility setback.

- (d) *Waiver or modification of setback requirement.* The town council, after a public hearing and upon receiving a recommendation by the planning and zoning commission, may grant an exception to allow for the waiver or modification of the required compatibility setback. Written notification to all adjacent property owners and adjacent homeowners' associations shall be provided no less than ten days prior to the consideration of a site plan or subdivision site plan containing a modification or waiver of the compatibility setback requirements.

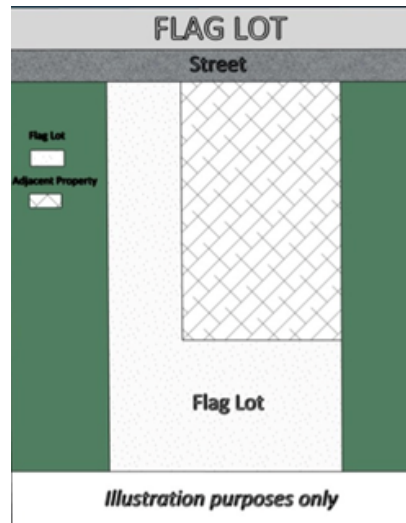
Secs. 82-304—82-320. Reserved.”**SECTION 4**

Division 2, “Lots and blocks,” of Article VI, “Standards,” of Chapter 90, “Subdivisions,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 90-272, “Lot depth, line and frontage,” to clarify, define, and illustrate flag lots to read as follows:

“Sec. 90-272. Lot depth, lines and frontage.

- (a) *Depth.* Flag lots are prohibited unless an exception is approved by the town council after receiving a recommendation from the planning and zoning commission. For the purposes of this section, a flag lot means a lot that is predominantly situated behind another lot and has access to a street by means of a narrow portion of the lot generally having a depth greater than its frontage.

Figure 1. Flag Lot



SECTION 5

Division 5, “Private streets and alleys,” of Article VI, “Standards,” of Chapter 90, “Subdivisions,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 90-373, “Specifications,” to codify the standards for vehicle rejection areas at the entrances to gated subdivisions to read as follows:

“Sec. 90-373. Specifications.

The specifications for private streets and private alleys, including construction standards, widths, all geometric standards, grades and alignments, shall be same as required for public streets and public alleys. The width of the easement required for private streets and private alleys shall be the same as required for the right-of-way of a public street or public alley of a similar projected carrying capacity. In addition to this requirement, for any gated subdivision, the private street easement must include a rejection area at the entrance to the subdivision large enough to accommodate a full-sized box truck. The designated area must provide rejected vehicles with adequate space to turn around without backing into the adjacent street right-of-way.”

SECTION 6

Section 98-2, “Definitions,” of Article I, “In general,” of Chapter 98, “Zoning,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by adding a definition for short-term rentals to be inserted alphabetically and to read as follows:

“Sec. 98-2. Definitions.

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

Short-term rental means the rental for compensation of any residence or residential structure, or a portion of a residence or residential structure, located within a zoning district where residential uses are lawful, for the purpose of overnight lodging for a period not more than twenty-nine (29) days. A short-term rental is also known as a tourist home or tourist house, but shall not include a hotel, motel, extended stay hotel/motel, boardinghouse, or rooming house.

***"

SECTION 7

Article III, "District regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 98-845, "Minimum and maximum dimensions," to amend minimum front yard requirements for campus commercial uses, and Section 98-875, "Minimum and maximum dimensions," to amend minimum front yard requirements for campus industrial uses to read as follows:

"Sec. 98-845. Minimum and maximum dimensions.

- (d) *Minimum front yard.* There shall be no minimum front yard requirement in the CC campus commercial district, subject to section 98-1026.

Sec. 98-875. Minimum and maximum dimensions.

- (d) *Minimum front yard.* There shall be no minimum front yard requirement in the CI campus industrial district, subject to section 98-1026.

***"

SECTION 8

Article IV, "Supplementary district regulations," of Chapter 98, "Zoning," of Subpart B, "Land Development Regulations," of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending Section 98-983, "Accessory dwelling," to clarify accessory dwelling regulations, and Section 98-1132, "Parking area lighting," to amend commercial parking area lighting regulations to read as follows:

“Sec. 98-983. Accessory dwelling.

The issuance of permits for construction and occupancy of an accessory dwelling shall be subject to compliance with the following conditions:

- (4) Accessory dwellings shall not be used as rental units, including short-term rentals.

Sec. 98-1132. Parking area lighting.

- (b) The average projected footcandle reading as determined by the point method photometrics shall not exceed two footcandles within the parking area.
- (c) The maximum kelvins of light pole standards in parking areas shall not exceed 3000.

***”

SECTION 9

Appendix A, “Fee schedule,” of Subpart B, “Land Development Regulations,” of the Code of Ordinances, Town of Flower Mound, Texas, is hereby amended by amending fees related to Chapter 32, “Engineering Design Criteria and Construction Standards,” to establish a deposit fee for site development permit applications and to amend the way inspection fees are calculated for public infrastructure and drainage, and Chapter 90, “Subdivisions,” to identify the mandatory sanitary sewer exception request fee to read as follows:

“Chapter 32. Engineering Design Criteria and Construction Standards.

- (a) A site development permit is required prior to mobilization, grading, utility and paving construction, and site landscape installation, and subject to the following fees:

	Permit Type:	Fee:
(a)	Site Development Permit (DEV)*	\$2,165.00

(b)	Grading Permit*	1,405.00
(c)	Right-of-Way Permit (ROW)	260.00
(d)	Small Cell Permit	260.00
(e)	Batch Plant	235.00
(f)	Geotechnical Permit	Included with DEV permit
(g)	Development or construction re-inspection	85.00
(h)	Landscape plan inspection	195.00
(i)	Landscape plan re-inspection**	45.00
(j)	Inspection of public infrastructure and Drainage***	Based on actual inspection cost.
(k)	Development contractor registration	35.00
*	A non-refundable deposit fee of \$300 is due at time of Site Development Permit (DEV) and Grading permit submittal and will be applied toward the total cost of the permit.	
**	A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection is requested is not in compliance with all local codes or when requested corrections are not made. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.	
***	Engineering Inspection fees are now calculated by a Town consultant based on what they would charge to perform the inspection work. The consultant reviews the approved construction plans and the quality summary sheet, then provides the Town with a scope and fee to determine their proposed inspection fee aligned with the Town's inspection requirements. The Town will use the consultant's proposed fee as the Engineering Inspection Fee. All associated fees are the responsibility of the applicant.	

Chapter 90. Subdivisions.	
<i>Code Section Number</i>	<i>Description</i>
90-31 et seq.	Development plan fees:
90-91 et seq.	Platting fees:
90-422	Mandatory sanitary sewer connection exception fee:
90-446	Park Development fee:

(1) Platting fees:

g. Mandatory Sanitary Sewer Connection Exception Request

1. All types: \$250.00

- h. Park development fee: \$1,388.00 per unit.

***"

SECTION 10

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Flower Mound, Texas, as amended, except where 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 11

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 12

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, Town of Flower Mound, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 13

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

SECTION 14

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FLOWER MOUND, TEXAS, BY A VOTE OF ____ TO ____, ON THIS 3RD DAY OF MARCH, 2025.

APPROVED:

Cheryl Moore, MAYOR

ATTEST:

Theresa Scott, TOWN SECRETARY