

**AMENDMENT NO. 1  
TO CONTRACT FOR ADMINISTRATION OF  
SUGAR LAND TOWN SQUARE PLAZA**

This Amendment No. 1 to the Contract for Administration of Sugar Land Town Square Plaza (Amendment) is entered into between the **CITY OF SUGAR LAND** (City) and the **SUGAR LAND TOWN SQUARE PROPERTY OWNERS' ASSOCIATION, INC.**, (Administrator) and the **SUGAR LAND TOWN SQUARE DEVELOPMENT AUTHORITY** (Development Authority).

**Recitals**

By contract, effective November 1, 2004, the City entered into a Contract for Administration of Sugar Land Town Square Plaza (Contract) with the Sugar Land Town Square Property Owners' Association, Inc. (Administrator). The City and the Administrator desire to amend the Contract to provide for the Administrator's operation and maintenance of the Electronic Sign Improvements referenced in this Amendment according to the terms of this Amendment. The Development Authority, as owner of the Plaza, desires to join in execution of this Amendment to evidence its agreement to the terms and conditions of this Amendment as it applies to the Plaza.

**Agreement**

In consideration of the covenants of each, and benefits to accrue to each, the City and the Administrator agree to amend the Contract as follows:

1. That the Contract is amended by adding Sections 3.5 and 3.6 to read as follows:

3.5 Improvements and Personal Property. The Administrator is responsible for cleaning and maintaining the movable personal property located within the Plaza, including the furniture located on the decks. The Administrator will store the movable personal property if or when necessary because of weather or other purposes. The Administrator is responsible for finding an acceptable location in which to store the personal property. The Administrator will operate, maintain, and repair the Plaza Sound Improvements, Plaza Improvements, and Plaza WiFi Improvements... "Plaza Improvements" means the improvements to be installed and constructed within the Plaza by the Developer as shown and described in Exhibit A, and includes the Persona Property consisting of furniture approved by City representative(s) as part of the Plaza Improvements. . The "Plaza WiFi Improvements" means the WiFi Improvements to be installed and constructed within the Plaza as shown and described in Exhibit B. The "Plaza Sound Improvements" means the sound improvements to be constructed and installed within the Plaza as shown and described in Exhibit C.

**3.6 MUSIC LICENSING. THE ADMINISTRATOR SHALL COMPLY WITH THE FEDERAL COPYRIGHT LAW OF 1978 (17 U.S.C. 101 ET SEQ.), ANY**



AMENDMENTS THERETO, AND ANY REGULATIONS ISSUED THEREUNDER, INCLUDING WITHOUT LIMITATION, OBTAINING THE NECESSARY LICENSES FOR COPYRIGHTED WORKS AND PAYMENT OF ANY ROYALTIES WHICH ARE DUE TO THE COPYRIGHT OWNER, OR REPRESENTATIVE OF THE COPYRIGHT OWNER, FOR THE USE OF COPYRIGHTED WORKS IN THE ADMINISTRATOR'S TRANSMISSIONS OR BROADCASTS OVER THE PLAZA SOUND SYSTEM OR CONDUCT OF EVENTS IN THE PLAZA. IN THAT REGARD, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ADMINISTRATOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SUGAR LAND DEVELOPMENT AUTHORITY, THE CITY AND THEIR OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS OR DAMAGES ARISING OUT OF THE ADMINISTRATOR'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND ANY OTHER REGULATIONS OR CLAIMS PERTAINING TO THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTIES CONTRACTED OR RETAINED BY THE ADMINISTRATOR UNDER THIS CONTRACT OR ANY CLAIMS WHICH MAY BE ASSERTED BY OTHERS AGAINST THE CITY OR SUGAR LAND DEVELOPMENT AUTHORITY RELATING TO OR IN ANY WAY CONNECTED WITH LICENSEE'S EVENT, INCLUDING, WITHOUT LIMITATION, PAYMENT OF ANY ROYALTIES DUE FOR USE OF ANY COPYRIGHTED WORKS.

2. That the Contract is amended by adding Article IV.A. Electronic Signs to read as follows:

#### **IV.A. ELECTRONIC SIGNS**

4A.1. Definitions. In addition to other definitions in this Contract, the following definitions apply to this Article:

*Administrator* means the Sugar Land Town Square Property Owners' Association, Inc., a Texas non-profit corporation.

*City* means the City of Sugar Land, Texas, a home-rule city of the State of Texas.

*City Destination Venue* means property owned, leased or under control of the city and which is associated with a city special facility including a minor league ball field, performing arts center, festival sites and similar venues attracting events for the general public. The Plaza is considered a City Destination Venue.

*Contract* means the Contract for Administration of Sugar Land Town Square Plaza between the City and the SLTSPOA effective November 1, 2014.



*Declaration* means the Declaration for Sugar Land Town Square recorded in File No. 2002020602, Fort Bend County, Texas Official Public Records.

*Development Authority* means the Sugar Land Town Square Development Authority, a Texas local government corporation created pursuant to Chapter 431, Subchapter D of the Texas Transportation Code.

*Electronic Sign Improvements* means the two electronic LED signs, with related wiring, electrical components and fixtures, equipment, and other appurtenances and improvements, located on the two Sugar Cane Structures within the right-of-way of City Walk Drive in Sugar Land Town Square, as described and shown in Exhibit D.

*Emergency Information* means information related to circumstances in which (i) the City believes immediate action is required to safeguard lives, property or the environment against the likelihood of injury damage, or destruction based on an identified threat, including traffic safety, road closures, traffic instructions, terrorist attacks, natural disasters, hurricane preparedness and evacuation routes, and amber alerts; or (ii) applicable laws require immediate action to safeguard lives, property or the environment.

*FCPOA* means First Colony Property Owners' Association, Inc., a Texas non-profit corporation.

*Malfunction* means (i) the display of inappropriate content (ii) mechanical and/or electrical failures and (iii) other issues deemed hazardous.

*Operating Standards* means the Electronic Sign Operating Standards set forth in the attached Exhibit E, which is incorporated into this Contract.

*Sugar Cane Structures* means the sugar cane monument structures shown in Exhibit D, one of which is located in the right-of-way of City Walk Drive nearest to the intersection of City Walk Drive and Plaza Drive and one of which is located in the right-of-way of City Walk Drive across from the condominium/retail building located adjacent to City Walk Drive.

4A.2 Declaration and Other Restrictive Covenants. The Architectural Review Committee of the FCPOA approved the plans and specifications for the Plaza Improvements, Plaza Sound Improvements, Plaza WiFi Improvements, Electronic Sign Improvements, and Personal Property and determined that they meet the Sugar Land Town Square Development Guidelines and restrictive covenants applicable to Sugar Land Town Square. The FCPOA Board affirmed that the City and the Development Authority are not required to pay assessments for the Plaza Improvements, Plaza WiFi Improvements, Plaza Sound Improvements, Electronic Sign Improvements, and Personal Property under the restrictive covenants applicable to Sugar Land Town Square. The Administrator's Board has affirmed and affirms that (i) City Walk Drive is part of the Common Area under the Declaration for which the Administrator has authority to maintain and repair the Electronic Sign



Improvements as “signage, whether decorative or otherwise”; (ii) the SLTSPOA will maintain and repair the Electronic Sign Improvements pursuant to the Declaration; (iii) the City and the Development Authority are not subject to assessments associated with the Electronic Sign Improvements under the Declaration; and (iv) the SLTSPOA recommends that the City accept the donation of all of LCFRE Sugar Land Town Square, LLC’s right, title and interest in and to the Electronic Sign Improvements from LCFRE Sugar Land Town Square, LLC .

4A.3.Compliance with Operating Standards. The Administrator will use and operate the Electronic Sign Improvements according to the Operating Standards.

3. That the Contract is amended by adding Section 5.6 to read as follows:

5.6 Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval are subject to the requirements of Section 2252.908, Tex Gov’t Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Administrator and submitted to the City at the time of execution of this Agreement, along with the certification of filing generated from the Commission’s website at <https://www.ethics.state.tx.us/tec/1295-Info.htm>. The Certificate of Interested Persons form is available on the Commission’s website and the Contractor must follow the Commission’s filing process adopted pursuant to the statute.

4. The following Exhibits are attached to and are incorporated into the Contract:

Exhibit A--Plaza Improvements

Exhibit B--Plaza WiFi Improvements

Exhibit C-- Plaza Sound Improvements

Exhibit D--Electronic Sign Improvements



Exhibit E--Operating Standards

Exhibit F--Form of Donation of Electronic Sign Improvements

5. The Development Authority, as owner of the Plaza, which is the subject of the Contract, joins in execution of this Amendment to evidence its agreement to the terms and conditions of Sections 3.5, 3.6, and 4A.2., and the definitions pertaining thereto.

6. This Amendment No. 1 to the Contract is effective upon \_\_\_\_\_, 2018, which is the date of the City's signature on the Donation of Electronic Sign Improvements attached as Exhibit F, and terminates when the Contract terminates.

**CITY OF SUGAR LAND**

\_\_\_\_\_  
Allen Bogard, City Manager

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Thomas Harris  
Assistant City Secretary

**SUGAR LAND TOWN SQUARE  
PROPERTY OWNERS'  
ASSOCIATION, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Name:  
Title:



**SUGAR LAND TOWN SQUARE  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Joe R. Zimmerman, Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Bridget Yeung, Vice-Chairperson



**EXHIBIT A**  
**Plaza Improvements**





- LEGEND**
- 01. SYNTHETIC LAWN
  - 02. BRIDGE CROSSING
  - 03. ENHANCED PAVING
  - 04. WOOD DECK W/ TABLES AND CHAIRS
  - 05. SHADE STRUCTURE



# SUGAR LAND TOWN CENTER / MASTER PLAN



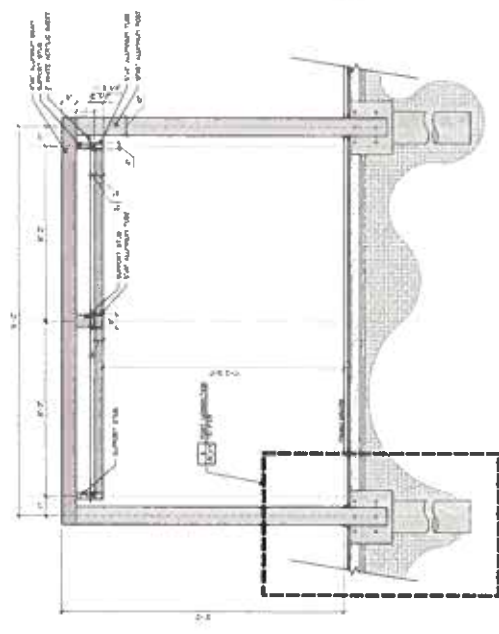
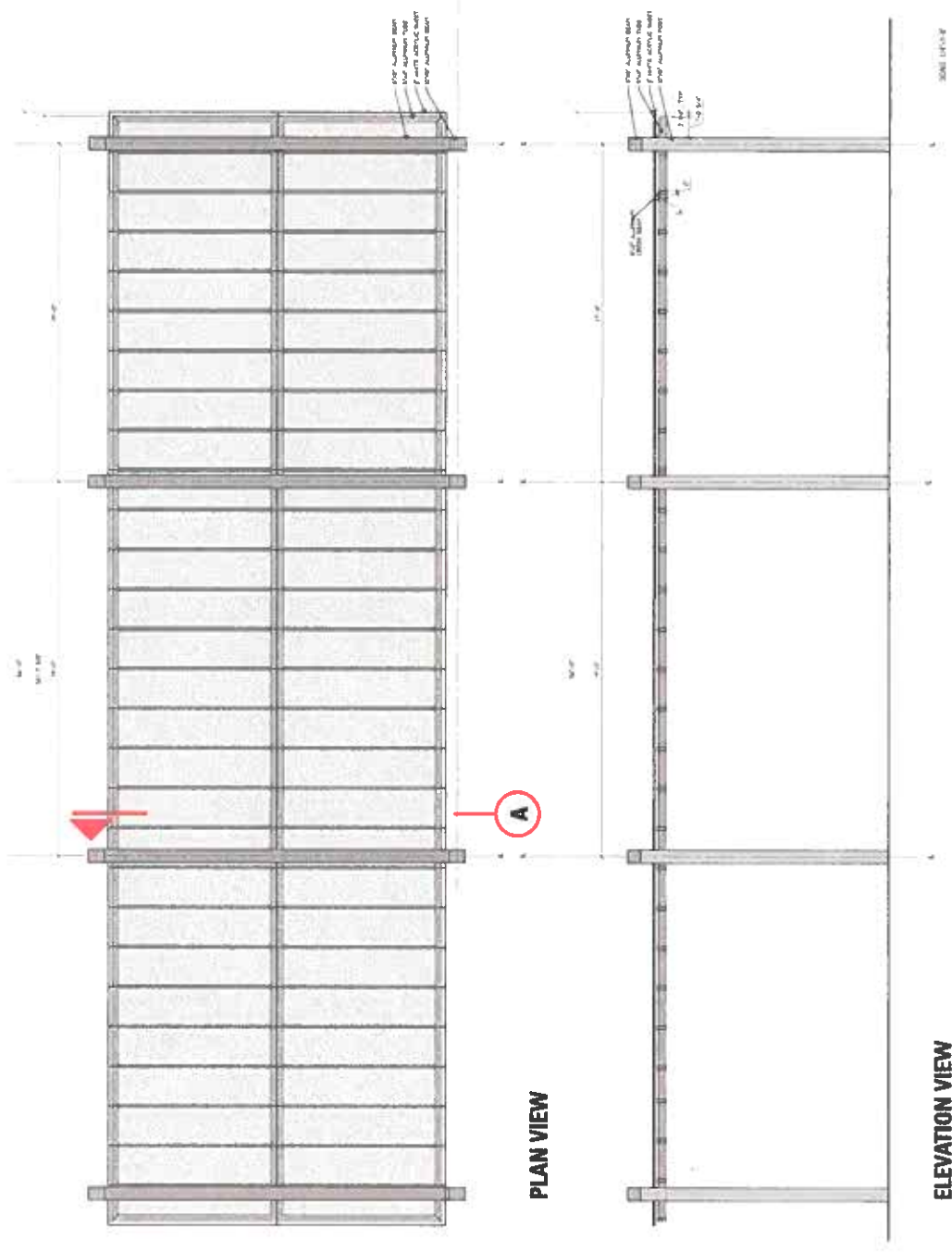


## SUGAR LAND TOWN CENTER / SHADE STRUCTURE AND DECK



📍 Sugar Land, Texas   🧑🏿 Like Newton   📅 16 October 2017

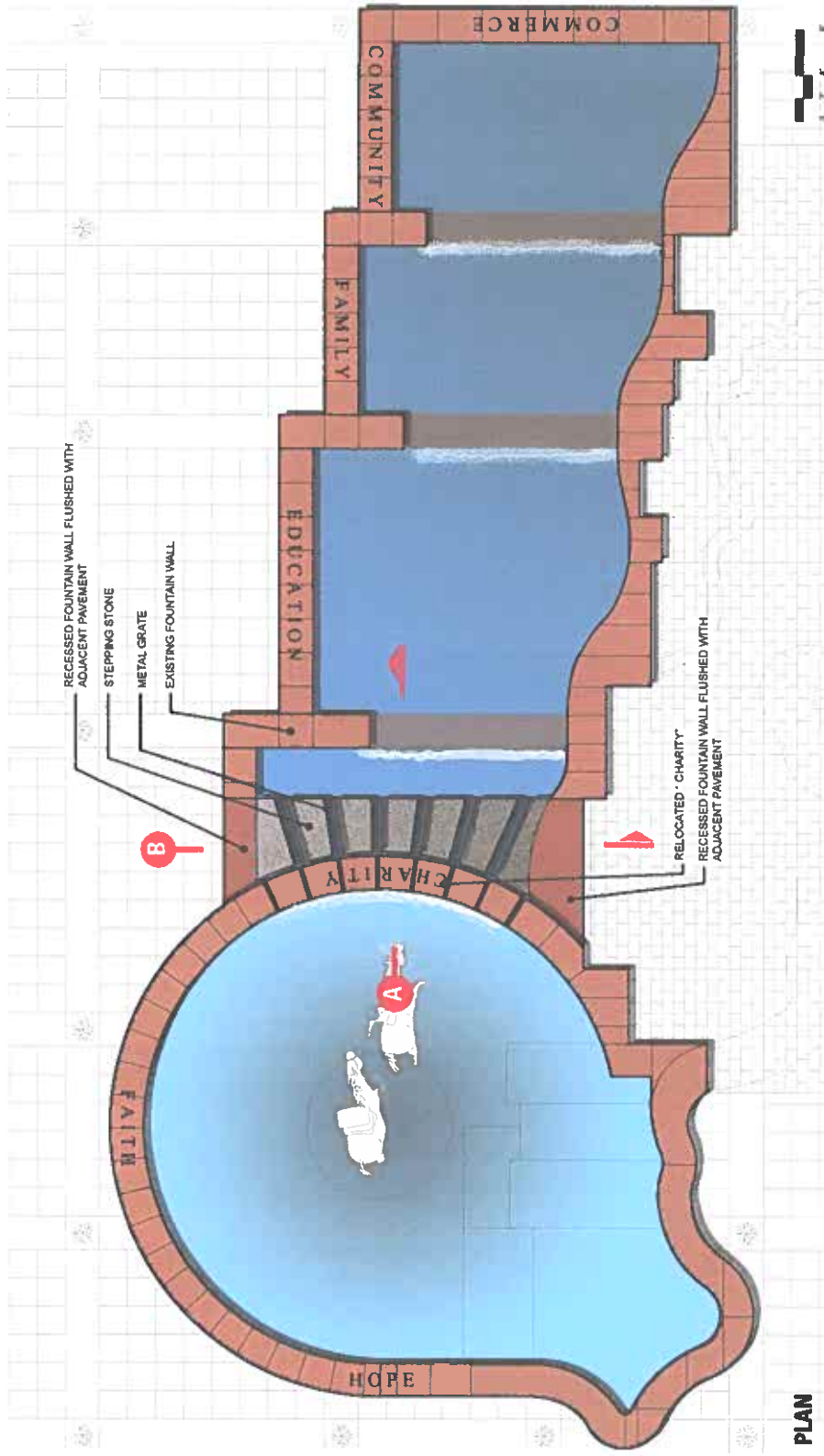




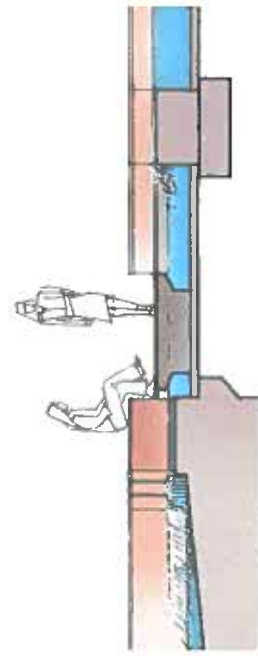
# SUGAR LAND TOWN CENTER / SHADE STRUCTURE ELEVATIONS AND SECTION



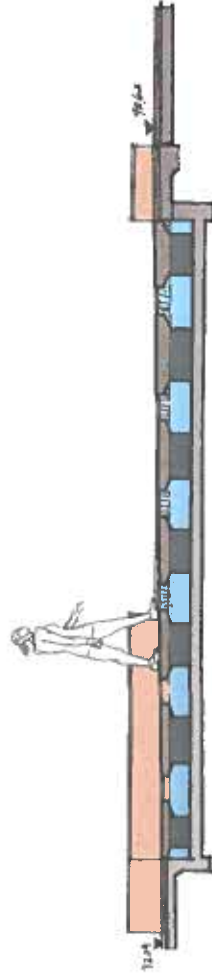




PLAN



SECTION A



SECTION B

# SUGAR LAND TOWN CENTER / BRIDGE CROSSING

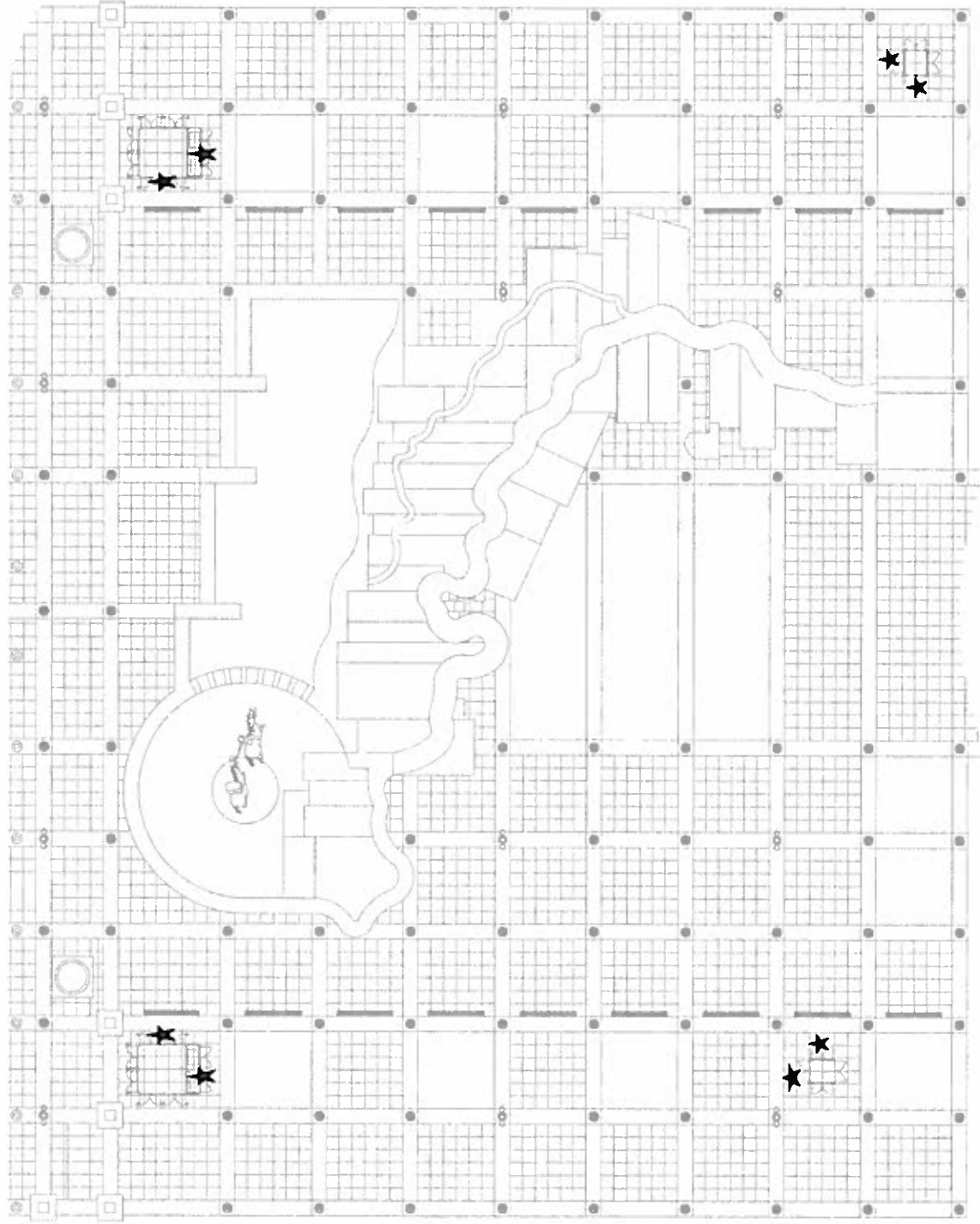




**EXHIBIT B**  
**Plaza WiFi Improvements**



City Walk



City Hall

★ Wifi antenna locations



# MR72

Dual-band 2x2 MIMO 802.11ac Access Point  
with dedicated security and RF optimization radio  
and Bluetooth low energy Beacon and scanning radio

## High performance cloud-managed 802.11ac wireless

The Cisco Meraki MR72 is a three-radio, cloud-managed 2x2 MIMO 802.11ac access point. Designed for general purpose next-generation deployments in harsh outdoor locations and industrial indoor conditions, the MR72 provides performance, security, and manageability.

The MR72 provides a maximum 1.2 Gbps data rate with concurrent 802.11ac and 802.11n 2x2:2 MIMO radios, and security and spectrum visibility via a third radio dedicated to 24x7 WIDS/WIPS and automated RF optimization. An integrated Bluetooth low energy (BLE) radio delivers Beacon functionality and BLE device scanning.

The combination of cloud management, 802.11ac, full-time RF environment scanning, and an integrated Bluetooth technology delivers the high throughput, reliability, and flexibility required by the most demanding business applications like voice and high-definition streaming video, both today and tomorrow.

## MR72 and Meraki cloud management: A powerful combo

The MR72 is managed through the Meraki cloud, with an intuitive browser-based interface that enables rapid deployment without training or certifications. Since the MR72 is self-configuring and managed over the web, it can even be deployed at a remote location without on-site IT staff.

The MR72 is monitored 24x7 via the Meraki cloud, which delivers real-time alerts if the network encounters problems. Remote diagnostics tools enable real-time troubleshooting over the web, meaning multi-site, distributed networks can be managed remotely.

The MR72's firmware is always kept up to date from the cloud. New features, bug fixes, and enhancements are delivered seamlessly over the web, meaning no manual software updates to download or missing security patches to worry about.

## Product Highlights

- Ideal for outdoor and industrial indoor environments
- 2x2:2 802.11ac, 1.2 Gbps aggregate dual-band data rate
- 24x7 real-time WIPS/WIDS and spectrum analytics via dedicated third radio
- Integrated Bluetooth low energy Beacon and scanning radio
- Forms point-to-point links with optional sector antennas
- Self-healing, zero-configuration mesh
- Integrated enterprise security and guest access
- Application-aware traffic shaping
- Self-configuring, plug-and-play deployment



## Recommended Use Cases

### Outdoor coverage for high client-density corporate campuses, educational institutions, metro Wi-Fi, and parks

- Provide high-speed access to a large number of clients
- Point-to-multipoint mesh

### Indoor coverage for industrial areas (e.g., warehouses, manufacturing facilities)

- Reliable coverage for scanner guns, security cameras, and POS devices
- High speed-access for iPads, tablets and laptops

### Zero-touch point-to-point links

- Build a long-distance bridge between two networks
- Extend hotspot networks via mesh while simultaneously serving clients

## Features

### Aggregate data rate of up to 1.2 Gbps

A 5 GHz 2x2:2 802.11ac radio and a 2.4 GHz 2x2:2 802.11n radio offer a maximum combined aggregate dual-band data rate of 1.2 Gbps. Technologies like transmit beamforming and enhanced receive sensitivity allow the MR72 to support a higher client density than typical enterprise-class access points, resulting in fewer required APs for a given deployment. Band steering further enhances overall throughput, by moving 5 GHz-capable clients to the 5 GHz radio, maximizing the capacity in the 2.4 GHz range for older 802.11b/g clients.

### Rugged industrial design

The MR72 is designed and tested for salt spray, vibration, extreme thermal conditions, shock and dust and is IP67 rated, making it ideal for extreme environments. Despite its rugged design, MR72 has a low profile and is easy to deploy.

### Third radio dedicated to security and RF optimization

The MR72's sophisticated, dedicated dual-band third radio scans the environment continuously, characterizing RF interference and containing wireless threats like rogue access points. No more need to choose between wireless security, advanced RF analysis, and serving client data: a dedicated third radio operates without any impact to client traffic or throughput.

### Bluetooth low energy Beacon and scanning

An integrated Bluetooth low energy radio provides seamless deployment of BLE Beacon functionality and effortless visibility of BLE devices within range of the AP. The MR72 enables the next generation of location-aware engagement right out of the box.

### Automatic cloud-based RF optimization

The MR72's sophisticated, automated RF optimization means that there is no need for the dedicated hardware and RF expertise typically required to tune a wireless network. The real-time full-spectrum RF analysis data collected by the dedicated third radio is continuously fed back to the Meraki cloud. The Meraki cloud then automatically tunes the MR72's channel selection, transmit power, and client connection settings for optimal performance under the most challenging RF conditions.

### Secure wireless environments using 24x7 Air Marshal

No longer choose between a wireless intrusion prevention system (WIPS) and serving client data: thanks to the dedicated third radio, Air Marshal, a highly optimized built-in WIPS, scans continuously for threats and remediates them as commanded, all without disrupting client service. Alarms and optional auto-containment of rogue APs are configured via flexible remediation policies, ensuring optimal security and performance in even the most challenging wireless environments.

### Integrated enterprise security and guest access

The MR72 features integrated, easy-to-use security technologies to provide secure connectivity for employees and guests alike. Advanced security features such as AES hardware-based encryption and WPA2-Enterprise authentication with 802.1X and Active Directory integration provide wire-like security while still being easy to configure. One-click guest isolation provides secure, Internet-only access for visitors. Our policy firewall (Identity Policy Manager) enables group or device-based, granular access policy control.

### Application-aware traffic shaping

The MR72 includes an integrated layer 7 packet inspection, classification, and control engine, enabling you to set QoS policies based on traffic type. Also included is integrated support for Wireless Multi Media (WMM), 802.1p, and DSCP. Prioritize your mission critical applications, while setting limits on recreational traffic, e.g., peer-to-peer and video streaming.

### High performance mesh

The MR72's advanced mesh technologies, like multi-channel routing protocols and multiple gateway support, make it possible to cover hard-to-wire areas and improve network resilience. In the event of a switch or cable failure, the MR72 will automatically revert to mesh mode.

### Self-configuring, self-optimizing, self-healing

When plugged in, the MR72 automatically connects to the Meraki cloud, downloads its configuration, and joins the appropriate network. The MR72 then self-optimizes, determining the ideal channel, transmit power, and client connection parameters. As necessary, it will also self-heal, responding automatically to switch failures and other errors.



# Specifications

## Radios

One 2.4 GHz 802.11b/g/n, one 5 GHz 802.11a/n/ac, one dedicated for dual-band WIPS & spectrum analysis, and one dedicated to Bluetooth low energy (2.4 GHz)

Concurrent operations of all radios

Max data rate 1.2 Gbit/s

Operating bands:

FCC (US)	CE (Europe)
2.412-2.484 GHz	2.412-2.484 GHz
5.150-5.250 GHz (UNII-1)	5.150-5.250 GHz (UNII-1)
5.725-5.825 GHz (UNII-3)	5.250-5.350 GHz (UNII-2)
	5.470-5.600, 5.660-5.725 GHz (UNII-2e)

## 802.11ac and 802.11n Capabilities

2 x 2 multiple input, multiple output (MIMO) with two spatial streams

Maximal ratio combining (MRC)

Beamforming

20 and 40 MHz channels (802.11n), 20, 40, and 80 MHz channels (802.11ac)

Packet aggregation

## Power

Power over Ethernet: 37 - 57 V (802.3af compatible)

Power consumption: 13.87 W max (802.3af)

Power over Ethernet injector sold separately

## Mounting

Mounts to walls and vertical poles

Mounting hardware included

## Physical Security

Security screw included

Kensington lock hard point

Anti-tamper cable bay

Concealed mount plate

## Environment

Operating temperature: -40 °F to 140 °F (-40 °C to 60 °C)

IP67 environmental rating

## Physical Dimensions

10.1" x 6.22" x 3.3" (256 mm x 158 mm x 83 mm) including mounting bracket

Weight: 31 lbs (14 kg)

## Interfaces

1 x 100/1000Base-T Ethernet (RJ45)

Four external N-type female antenna connectors

## Security

Integrated policy firewall (Identity Policy Manager)

Mobile device policies

Air Marshal: Real-time WIPS (wireless intrusion prevention system) with alarms

Rogue AP containment

Guest isolation

Teleworker VPN with IPsec

PCI compliance reporting

WEP, WPA, WPA2-PSK, WPA2-Enterprise with 802.1X

TKIP and AES encryption

VLAN tagging (802.1q)

## Quality of Service

Advanced Power Save (U-APSD)

DSCP

802.1p

Layer 7 application traffic shaping and firewall

## Mobility

PMK and OKC credential support for fast Layer 2 roaming

L3 roaming

## LED Indicators

1 power/booting/firmware upgrade status

## Regulatory

RoHS

For country-specific regulatory information, please contact Meraki sales

## Warranty

1 year hardware warranty with advanced replacement included

## Ordering Information

MR72-HW	Meraki MR72 Cloud Managed 802.11ac AP
MA-INJ-4-XX	Meraki 802.3af Power over Ethernet Injector (XX = US/EU/UK/AU)
MA-ANT-20	Meraki Dual-Band Omni Antennas
MA-ANT-21	Meraki 5 GHz Sector Antenna
MA-ANT-23	Meraki 2.4 GHz Sector Antenna
MA-ANT-25	Meraki Dual-Band Patch Antenna

Note: Meraki Enterprise license required



**RF Performance Table**

Operating Band	Operating Mode	Data Rate	TX Power	RX Sensitivity
2.4 GHz	802.11b	11 Mb/s	19 dBm	-84
2.4 GHz	802.11g	6 Mb/s	17 dBm	-87
		54 Mb/s	17 dBm	-70
2.4 GHz	802.11n (HT20)	MCS0/8/16 HT20	18 dBm	-85
		MCS7/15/23 HT20	15 dBm	-67
2.4 GHz	802.11n (HT40)	MCS0/8/16 HT40	18 dBm	-83
		MCS7/15/23 HT40	15 dBm	-63
5 GHz	802.11a	6 Mb/s	20 dBm	-92
		54 Mb/s	18 dBm	-73
5 GHz	802.11n (HT20)	MCS0/8/16 HT20	20 dBm	-90
		MCS7/15/23 HT20	17 dBm	-70
5 GHz	802.11n (HT40)	MCS0/8/16 HT40	20 dBm	-87
		MCS7/15/23 HT40	17 dBm	-68
5 GHz	802.11ac (HT80)	VHT-MCS0/8/16 HT80	20 dBm	-84
		VHT-MCS9/15/23 HT80	15 dBm	-58

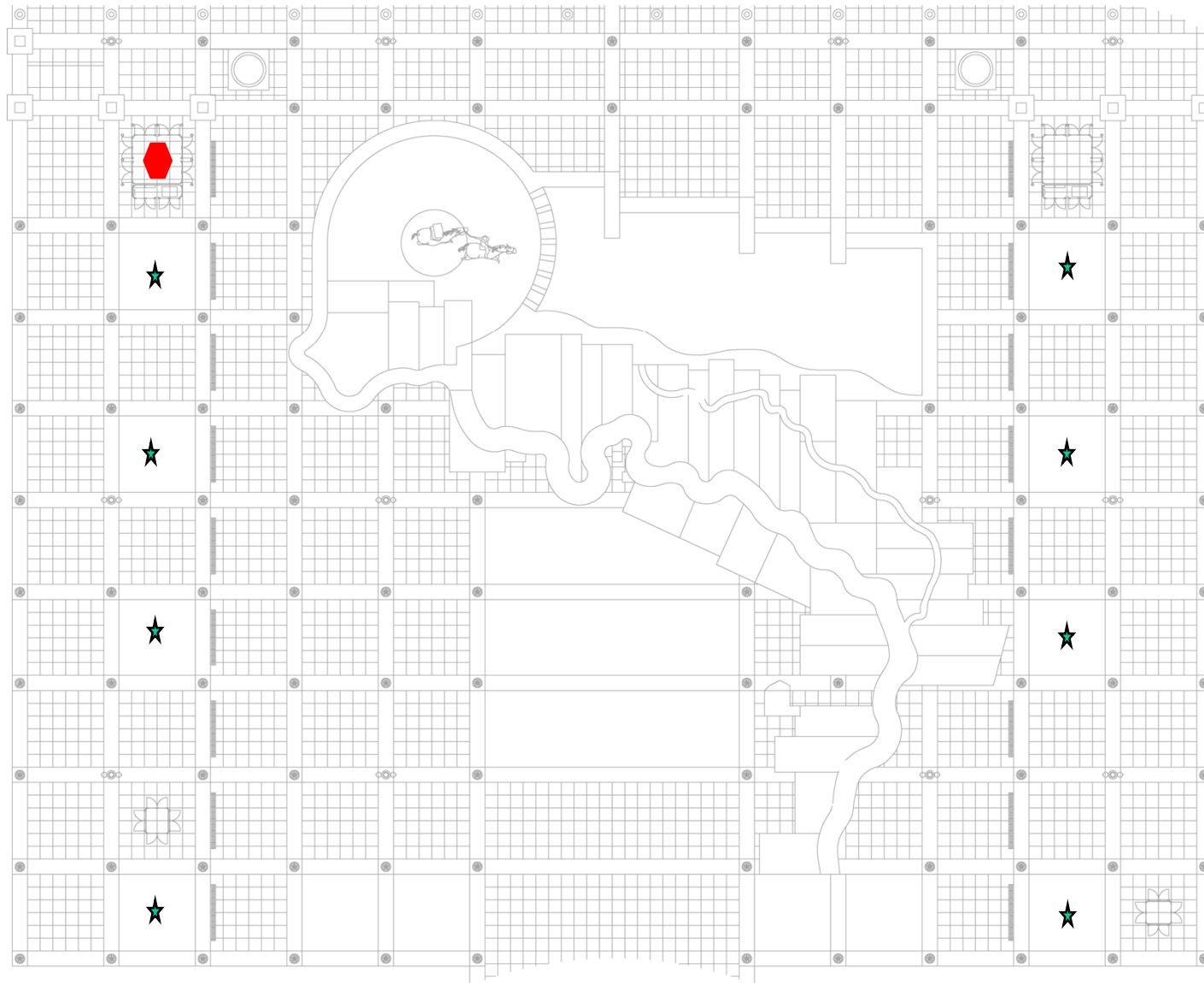
\* Maximum hardware capability shown above. Transmit power is configurable in increments of 1 dB and is automatically limited to comply with local regulatory settings.



**EXHIBIT C**  
**Plaza Sound Improvements**



## City Walk



- ★ Wireless speaker locations
- ⬡ Music and amplifier/controller

## City Hall





**Call Us (888) 256-4112**

**Outdoor Sound System with 4 JBL Control 88M and 2 JBL Control 28-1 Speakers with JBL CSMA 2120 Mixer Amplifier**

Prev



**Outdoor Sound System with 4 JBL Control 88M and 2 JBL Control 28-1 Speakers with JBL CSMA 2120 Mixer Amplifier**

Part # ODSS-488M2281CSMA2120  
Model # ODSS-488M2281CSMA2120

Give a community pool, hotel/restaurant patio space, or any medium-sized outdoor area the audio edge with this Outdoor Home Surround Sound System, complete with JBL Control 88M landscape speakers, JBL Control 28-1 indoor/outdoor speakers and a dual zone mixer/amp.



## **Outdoor Surround Sound System**

Give community pools, restaurant and hotel patios, and any medium sized outdoor space the audio edge with this Outdoor Surround Sound System. Camouflaged JBL Control 88M mushroom landscape speakers mounted on or in the ground, and JBL Control 28-1 contemporary designed indoor/outdoor speakers provide top-quality and consistent 360-degree coverage. A high-performing JBL dual zone mixer/amp supports the audio system without the need for a separate transformer and features remote volume control capability. Weather-proof speaker cable included.

### **JBL Control 88M 2-Way 8" Coaxial Mushroom Landscape Speakers**

Designed for outdoor applications, these highly weather resistant speakers provide excellent full-range sound quality and 360-degree coverage. Designed to be mounted on or in the ground, they can be used in a wide variety of applications including shopping malls, theme parks, sports venues, hotels, casinos, resorts, restaurants, hospitality and leisure venues, entrance ways, and anywhere a high-quality music and/or paging speaker landscape speaker is required. Compact in design, the speaker is unobtrusive and easily blends in with its surroundings. A tough polyethylene enclosure resists abuse from lawn care equipment and the elements, and the enclosure color extends throughout the material so the speaker will maintain color even when scraped or scratched.

### **JBL Control 28-1 Indoor/Outdoor 8" Speakers**

The Control® 28-1 is a two-way 8" speaker with rich sonic character, wide coverage, consistent coverage, versatile mounting, and a contemporary high-design look that fits into a wide range of decors. This makes Control 28-1 an excellent choice for a wide variety of applications, including retail stores, restaurants, health clubs, theme parks, educational facilities, hospitality, music cafes, leisure venues, and anywhere where a top quality high-output



indoor/outdoor foreground/background music (and/or paging) speaker is required.

### **JBL CSMA2120 Dual Zone Mixer Amplifier**

The JBL® CSMA 2120 Mixer-Amplifier is a professional tool with a sleek industrial look that is designed and built for commercial sound applications. Utilizing Crown's DriveCore technology enables significantly reduced size and weight – it is highly efficient, fanless and just 1U rack space high. There are both single channel and two channel models with four or eight mixer channels, respectively. All the volume controls are surrounded by an illuminated ring, making it easy to see and operate in darkened environments. The amplifier can drive 8 ohm and 4 ohm loads and can be used with 70V and 100V distributed audio systems without the need for a separate transformer. In addition to balanced mic/line inputs, unbalanced RCA inputs and speaker connections, it includes RJ45 connectors for use with JBL CSR-V in-wall volume controls. It also features a universal power supply which enables the ability to accept AC voltages from 100 to 240 VAC, 50/60Hz.

#### **Features**

##### **JBL Control 88M 2 Way 8" Coaxial Mushroom Landscape Speakers:**

- 8" highly weather-resistant driver
- 1" soft-dome highly weather-resistant tweeter
- 120W Pink Noise Power Handling (240W program) in direct 8Ω setting, plus built-in 60W 70V/100V multi-tap transformer
- Tough polyethylene highly weather resistant enclosure
- Fully isolated center chamber for wiring protection
- High fidelity sound character with broad frequency range of 47Hz - 16kHz

##### **JBL Control 28-1 Indoor/Outdoor 8" Speakers:**

- Components:
  - 8" woofer with woven fiberglass cone
  - 1" PEI diaphragm tweeter with fluid cooling
- Contemporary, high-design appearance
- Built-in InvisiBall® mounting hardware, plus available U-bracket
- Weather resistant enclosure and transducers
- Wide 100° x 100° coverage
- 120 Watt power handling (240 Watt program) in direct 8Ω setting, plus built-in 60 Watt 70V/100V multi-tap transformer
- High fidelity sound character with broad frequency response of 45 Hz – 20 kHz

##### **JBL CSMA 2120 Dual Zone Mixer/Amp:**

- 8 inputs with 2 outputs of 40,80, 120-watts of power



- Ideal for commercial and industrial use
- Fanless, space-saving 1U design
- Sleek industrial look with illuminated rings, making them easy to see and operate
- Euro-block type mic/line input connectors and output connectors
- Independent Bass and Treble controls for each output channel
- Supports 70V and 100V distributed audio systems without the need for a separate transformer
- Remote volume control capability using JBL CSR-V module and standard Ethernet cable
- Priority muting
- Configurable output routing
- Utilizes Crown's DriveCore™ technology providing excellent audio performance with high efficiency
- Manufactured to lead-free ROHS standards, utilizing recycled metals, and using an energy-saving powder coat process
- Includes rack mounting kit
- Three-Year, No-Fault, Fully Transferable Warranty completely protects your investment
- Energy Star® Certified

**System Includes**

- (4) JBL Control 88M 2 Way 8" Coaxial Mushroom Landscape Speakers
- (2) JBL Control 28-1 Indoor/Outdoor 8" Speakers
- (1) JBL CSMA 2120 Commercial Mixer Amplifier
- (500 ft) West Penn AQ227 12/2 Aquaseal Fire-Alarm Cable



**EXHIBIT D**  
**Electronic Sign Improvements**



**QUANTITY: 2**

**LED DISPLAY:**

- 144 X 216 FULL COLOR LED MATRIX (10mm PIXEL PITCH )
- 5' - 2" HIGH X 7' - 7" WIDE CABINET
- 4' - 10" HIGH X 7'-2" WIDE DISPLAY AREA
- FULLY PROGRAMABLE GRAPHICS AND TEXT
- COMMUNICATIONS: CELLULAR
- TEMPERATURE SENSOR IS NOT INCLUDED

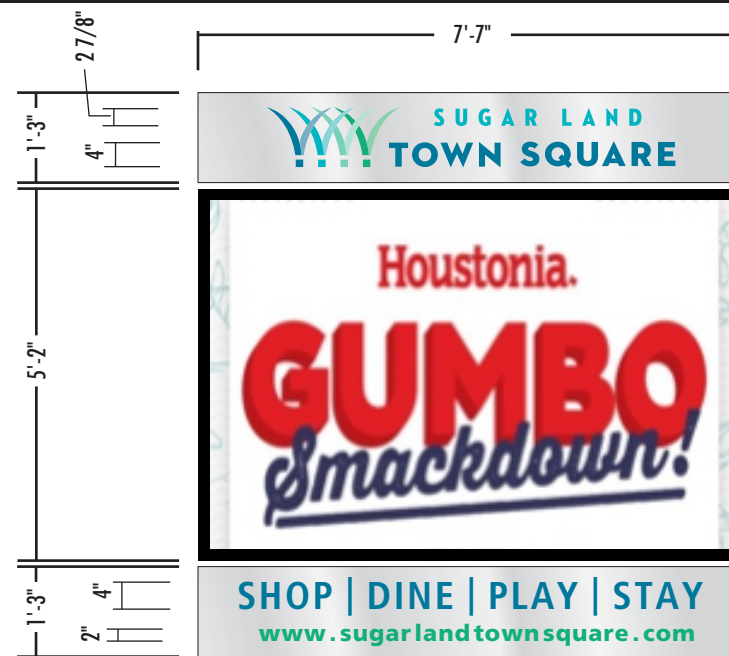
CLIP MOUNTED TO EXISTING GRANITE CLAD STRUCTURE

APPROVED BY: \_\_\_\_\_

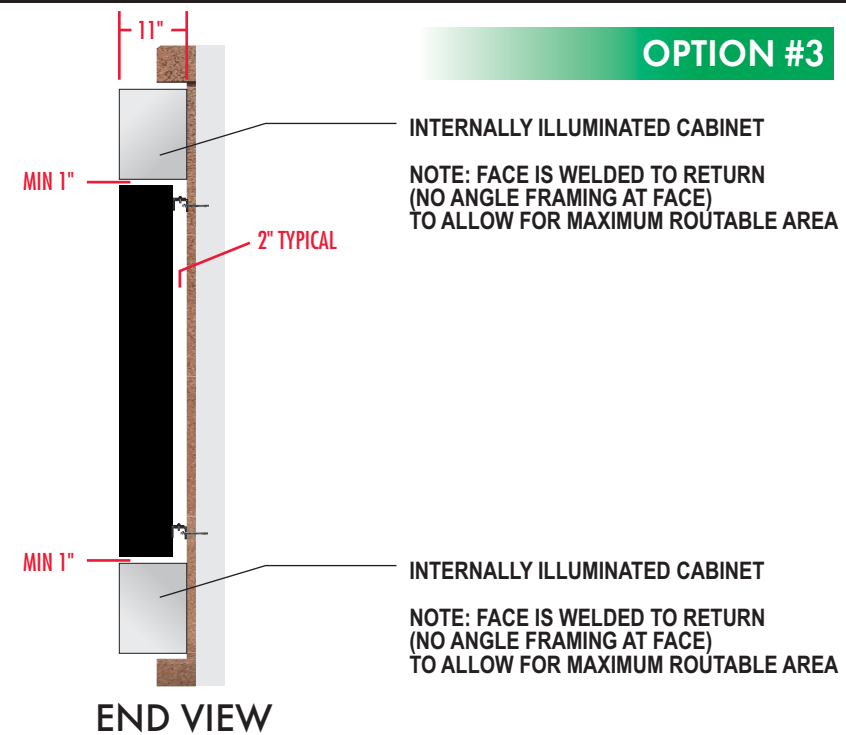


SCALE: 3/16" = 1'-0"

SALES APPROVAL



SCALE:  $3/8'' = 1'-0''$



THIS RENDERING IS THE PROPERTY OF NATIONAL SIGNS, LLC. ANY REPRODUCTION OR EXHIBITION OF THIS DRAWING IS STRICTLY PROHIBITED. ©2017 NATIONAL SIGNS, LLC. THIS RENDERING MAY NOT BE USED TO CONSTRUCT AND/OR BUILD WHAT IS DEPICTED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONAL SIGNS, LLC.

	SIGN	LED DISPLAY
ELECTRICAL LOAD:		
20 AMP CIRCUIT(S):		

CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES  
TO THE SIGN UNLESS OTHERWISE SPECIFIED

A	11.15.17	ST A = NEW CONFIGS OUN

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



## National Signs

2611 EL CAMINO  
HOUSTON, TEXAS 77054  
TEL: 713.863.0600 • FAX: 713.863.7585  
**www.NationalSigns.com**

## PROJECT: SUGAR LAND TOWN SQUARE

**LOCATION:** CITY WALK BOULEVARD

CITY/STATE: SUGAR LAND, TX

SALES REP: GREGG HOLLENBERG

**DATE** : 2.8.2017

**DRAWN BY:** OUN

**DRAWING#:** NS17 27292 FABRICATION READY





National Signs

2611 EL CAMINO  
HOUSTON, TEXAS 77054  
TEL: 713.863.0600 • FAX: 713.863.7585  
www.NationalSigns.com

PROJECT: SUGAR LAND TOWN SQUARE

LOCATION: CITY WALK BOULEVARD

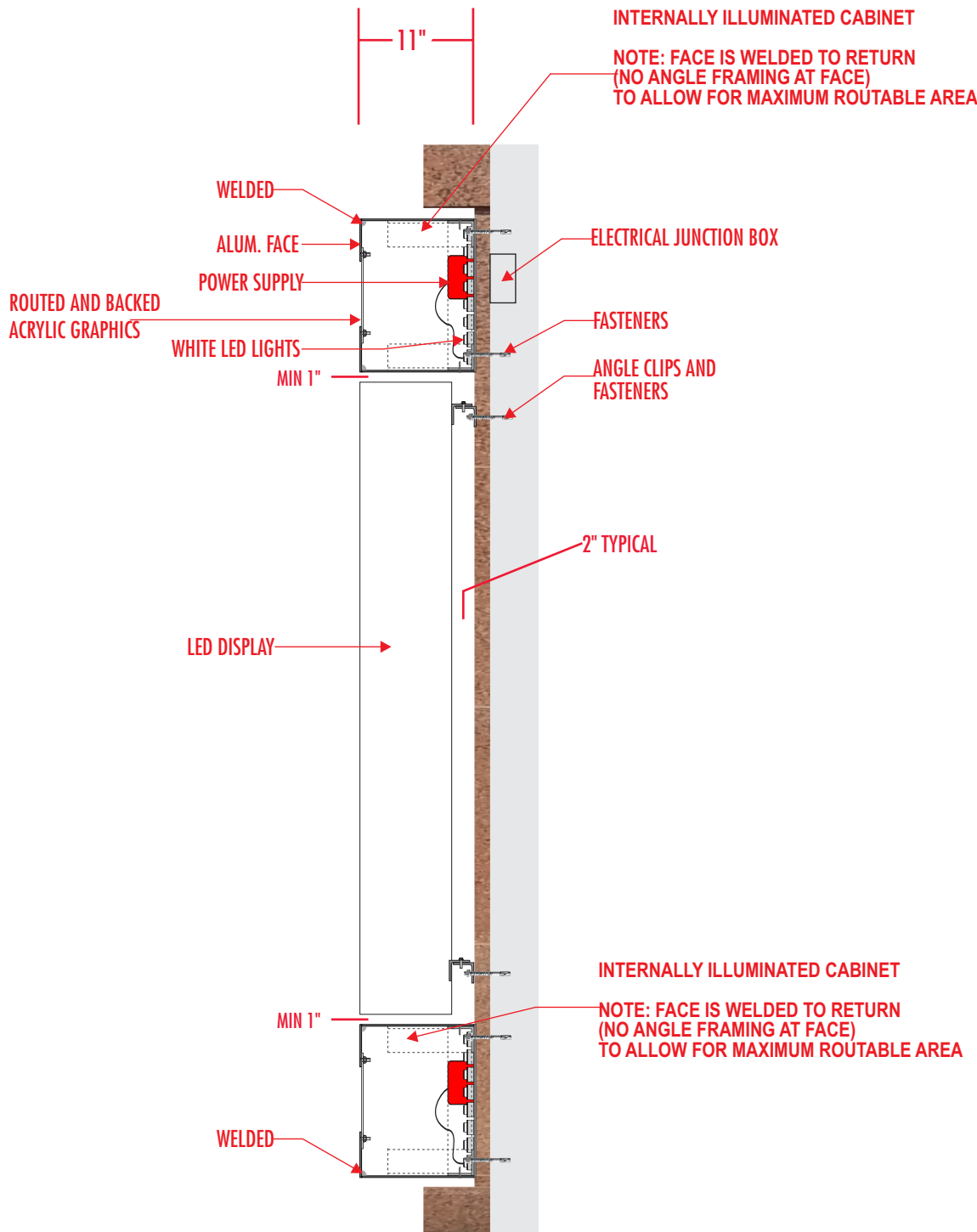
CITY/STATE: SUGAR LAND, TX

SALES REP: GREGG HOLLENBERG

DATE : 2.8.2017

DRAWN BY: OUN

DRAWING#: NS17 27292



COPYRIGHT

THIS RENDERING IS THE PROPERTY OF NATIONAL SIGNS, LLC. ANY REPRODUCTION OR EXHIBITION OF THIS DRAWING IS STRICTLY PROHIBITED. ©2017 NATIONAL SIGNS, LLC. THIS RENDERING MAY NOT BE USED TO CONSTRUCT AND/OR BUILD WHAT IS DEPICTED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONAL SIGNS, LLC.

120 VOLT ELECTRICAL SERVICE

	SIGN	LED DISPLAY
ELECTRICAL LOAD:		
20 AMP CIRCUIT(S):		

CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES TO THE SIGN UNLESS OTHERWISE SPECIFIED

REVISIONS

	DATE	DESCRIPTION	BY
A	11.15.17	ST A = NEW CONFIGS	OUN

UL INSTALLATION REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

SECTION DETAILS  
SCALE: 3/4" = 1'-0"



**EXHIBIT E**  
**Operating Standards**



## **EXHIBIT E**

### **Electronic Sign Operating Standards**

The operation of the Electronic Signs must comply with the following:

- (a) The Electronic Signs must be operated in a professional and appropriate manner and with reasonable care.
- (b) The Electronic Signs may only display messages by displaying copy in an electronic format and may not be used in any manner materially different from that in which they were designed to be used (for instance, displaying messages through projections from a spot light is prohibited).
- (c) The Electronic Signs must not be used for any illegal or unlawful manner or in any manner inconsistent with the terms of this Contract or applicable laws, including any nuisance that would vitiate the insurance costs associated with the Plaza, the Sugar Cane Structures or City Walk Drive.
- (d) The content of the messages on each Electronic Sign must pertain to one or more of the following, with Emergency Information taking priority above all:
  - (1) A City or public interest purpose, including Emergency Information;
  - (2) A City Destination Venue; or
  - (3) Events and sponsors of events at the Plaza or other City Destination Venues; provided that no specific commercial products may be advertised and no advertisement of any commercial interests not related to events at the Plaza or other City Destination Venue is permitted.

With respect to the above three categories of messages, the City may determine the (i) percentage of time to be allocated to each of the above three categories of messages; and (ii) content of messages within the above three categories of messages to be displayed on each Electronic Sign.

- (e) The City may provide to the Administrator specific messaging information to cause the Administrator to display the messaging information on one or both of the Electronic Signs, including Emergency Information or general information important to protect the public health, safety, and welfare of City residents.
- (f) If the provisions of Chapter 5, Article XI, Code of Ordinances are amended to apply to the Electronic Signs, the provisions of such amendment automatically will become a part of these Operating Standards, without the need for an amendment to this Contract, and will apply in lieu of a provision in these Operating Standards that conflicts with the ordinance. The City will notify the Administrator of any such ordinance amendment.
- (g) The default message for the Electronic Signs shall be "Sugar Land Town Square Plaza" or such other message as may be directed by the City and such default message must be displayed at all times when not displaying other messages allowed by subsection (d) above.



- (h) The minimum length of display for messages on the Electronic Signs must be as follows:
  - (1) At least ten (10) seconds if relating to Emergency Information, traffic or general safety as determined by the City; and
  - (2) At least eight seconds for all other messages.
- (i) Consecutive messages must change in two seconds or less.
- (j) Animation, full motion video, flashing lights, scrolling messages, moving light, spotlights and blinking lights are not allowed.
- (k) The brightness of each Electronic Sign may not exceed 0.3 foot candles above ambient light conditions at a distance of 250 feet.
- (l) Certain safety mechanisms must be in place for each Electronic Sign that include the following:
  - (1) Certain default mechanisms that freeze the Electronic Sign in one position if a malfunction occurs; and
  - (2) Automatically adjusts the intensity of the display according to natural ambient light conditions.
- (m) The City may notify the Administrator to immediately discontinue operation of an Electronic Sign if a Malfunction occurs and Administrator agrees to comply with such notice.
- (n) If the City Traffic Engineer finds that an Electronic Sign causes glare or otherwise impairs the vision of the driver of a motor vehicle or otherwise interferes with the operation of a motor vehicle, the Administrator must reduce the intensity of the Electronic Sign(s) to a level acceptable to the City Traffic Engineer.
- (o) In operating the Electronic Sign, the Administrator must comply with all applicable rules, laws, nationally recognized standards, including the Manual on Uniform Traffic Control Devices, National Transportation Communications for ITS Protocol, and Underwriters Laboratories.
- (p) The Administrator must provide contact information of the person who is available at any time and able to (i) promptly turn off one or both of the Electronic Signs if a malfunction occurs; or (ii) accommodate an emergency notification request from the City for Emergency Information.
- (q) The Electronic Signs must be maintained in accordance with all maintenance manuals and recommendations provided by the manufacturer and/or contractor.
- (r) The software running on the Electronic Signs must be updated promptly when such update is made available by the software company.
- (s) The Electronic Signs must be continuously operated in accordance with a schedule agreed to by the City Manager or his designee.



**EXHIBIT F**  
**Form of Donation of Electronic Sign Improvements**



DONATION OF ELECTRONIC SIGN IMPROVEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND	§	

WHEREAS, LCFRE Sugar Land Town Square, LLC (LCFRE) has installed two electronic LED signs, with related wiring, electrical components and fixtures, equipment, and other appurtenances and improvements (Electronic Sign Improvements), within the right-of-way of City Walk Drive in Sugar Land Town Square, as described and shown in the attached Exhibit A, which is incorporated herein; and

WHEREAS, the Electronic Sign Improvements were installed and constructed pursuant to a Development Agreement among the Sugar Land 4B Corporation, LCFRE and the Sugar Land Town Square Property Owners' Association, Inc.(SLTSPOA); and

WHEREAS, the City and LCFRE have entered into a Donation Agreement regarding the donation of all of LCFRE's right, title, and interest in and to the Electronic Sign Improvements; and

WHEREAS, the Architectural Review Committee of First Colony Property Owners' Association, Inc. (FCPOA) has approved the Electronic Sign Improvements as being in compliance with the Sugar Land Town Square Development Guidelines and restrictive covenants applicable to Sugar Land Town Square; and

WHEREAS, the SLTSPOA has determined that City Walk Drive is part of the Common Area under the Declaration for Sugar Land Town Square recorded in File No. 2002020602, Fort Bend County, Texas Official Public Records (Town Square Declaration), for which the SLTSPOA has authority to maintain and repair the Electronic Sign Improvements as "signage, whether decorative or otherwise"; and

WHEREAS, the FCPOA and the SLTSPOA have recommended that the City accept the donation of the Electronic Sign Improvements; and

WHEREAS, the City Council approved the Criteria for Donation of Items for Sugar Land Town Square pursuant to Resolution No. 04-30 adopted on August 17, 2004 (Donation Policy); and;

WHEREAS, the donation of the Electronic Sign Improvements meets the requirements of the Donation Policy and the Donation Agreement; NOW, THEREFORE,



LCFRE donates, grants, and conveys all of its right, title and interest in and to the Electronic Sign Improvements to the City. LCFRE further assigns and transfers unto the City all of LCFRE's right, title and interest in and to (i) all tests, renderings, plans and specifications, and other plans, diagrams or studies of any kind, if any, now or hereafter in the possession of LCFRE, which relate to the Electronic Sign Improvements, (ii) any keys and codes to the Electronic Sign Improvements; and (ii) all contract and manufacturer warranties pertaining to the Electronic Sign Improvements.

LCFRE warrants that the Electronic Sign Improvements are free from any liens and encumbrances, and that LCFRE has good right, title, and authority to convey its right, title and interest in and to the Electronic Sign Improvements.

TO HAVE AND TO HOLD the above described Electronic Sign Improvements, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the City, its successors and assigns forever; and LCFRE does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular, the said Electronic Sign Improvements unto the City its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

LCRE SUGAR LAND TOWN SQUARE, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)



THE STATE OF TEXAS   §  
  §  
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_, \_\_\_\_\_ of LCFRE SUGAR LAND TOWN  
SQUARE, LLC, a Delaware limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires: \_\_\_\_\_



ACCEPTED by the City Manager of the City of Sugar Land, on behalf of the City of Sugar Land, pursuant to the Donation Agreement.

By: \_\_\_\_\_  
Allen Bogard  
City Manager, City of Sugar Land

Date: \_\_\_\_\_

**THE STATE OF TEXAS**                   §  
  §  
**COUNTY OF FORT BEND**           §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_  
2018, by Allen Bogard, City Manager of the City of Sugar Land.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

AFTER RECORDING, RETURN TO:

City of Sugar Land  
City Secretary's Office  
P.O. Box 110  
Sugar Land, Texas 77487-0110



**EXHIBIT A**  
**Electronic Sign Improvements**



**QUANTITY: 2**

**LED DISPLAY:**

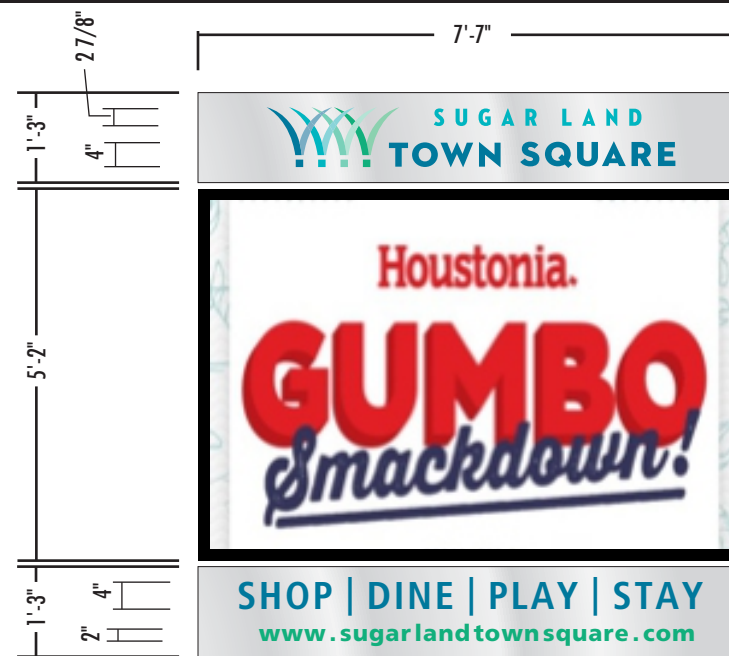
- 144 X 216 FULL COLOR LED MATRIX (10mm PIXEL PITCH )
- 5' - 2" HIGH X 7' - 7" WIDE CABINET
- 4' - 10" HIGH X 7'-2" WIDE DISPLAY AREA
- FULLY PROGRAMABLE GRAPHICS AND TEXT
- COMMUNICATIONS: CELLULAR
- TEMPERATURE SENSOR IS NOT INCLUDED

CLIP MOUNTED TO EXISTING GRANITE CLAD STRUCTURE

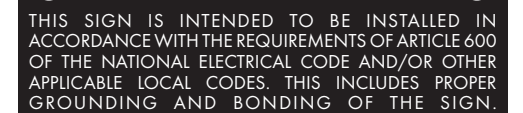
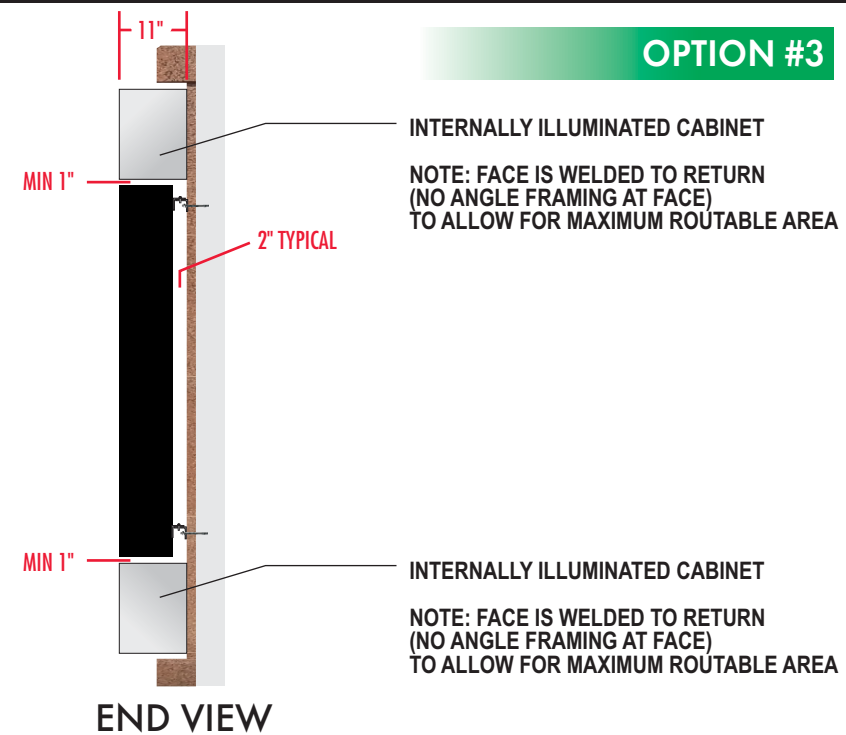
APPROVED BY: \_\_\_\_\_



SALES APPROVAL



SCALE:  $3/8'' = 1'-0''$







National Signs

2611 EL CAMINO  
HOUSTON, TEXAS 77054  
TEL: 713.863.0600 • FAX: 713.863.7585  
www.NationalSigns.com

PROJECT: SUGAR LAND TOWN SQUARE

LOCATION: CITY WALK BOULEVARD

CITY/STATE: SUGAR LAND, TX

SALES REP: GREGG HOLLENBERG

DATE : 2.8.2017

DRAWN BY: OUN

DRAWING#: NS17 27292



COPYRIGHT

THIS RENDERING IS THE PROPERTY OF NATIONAL SIGNS, LLC. ANY REPRODUCTION OR EXHIBITION OF THIS DRAWING IS STRICTLY PROHIBITED. ©2017 NATIONAL SIGNS, LLC. THIS RENDERING MAY NOT BE USED TO CONSTRUCT AND/OR BUILD WHAT IS DEPICTED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONAL SIGNS, LLC.

120 VOLT ELECTRICAL SERVICE

	SIGN	LED DISPLAY
ELECTRICAL LOAD:		
20 AMP CIRCUIT(S):		

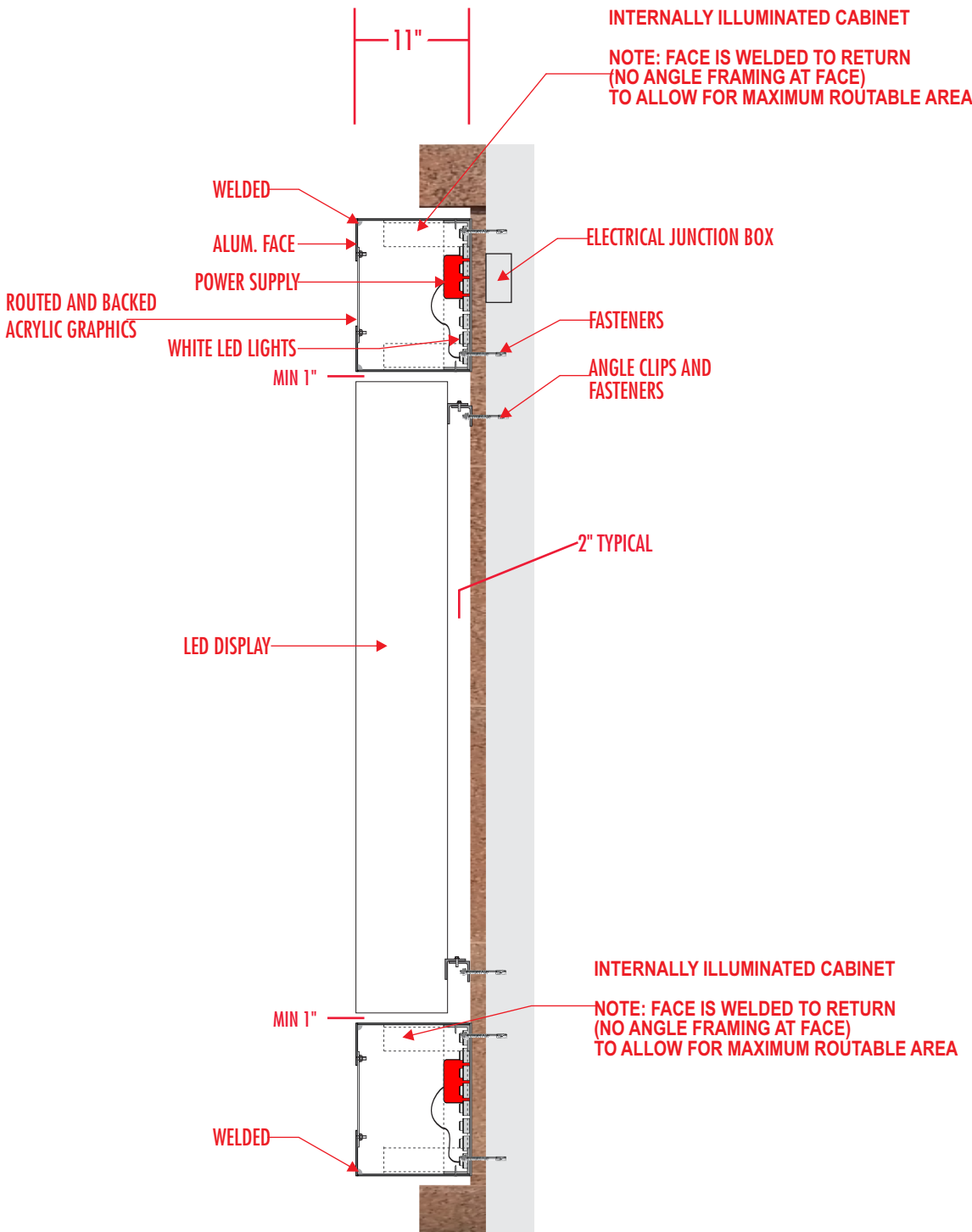
CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES TO THE SIGN UNLESS OTHERWISE SPECIFIED

REVISIONS

A	11.15.17	ST A = NEW CONFIGS	OUN

UL INSTALLATION REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



SECTION DETAILS  
SCALE: 3/4" = 1'-0"

CLIENT APPROVAL

SIGNED:

DATE:

LANDLORD APPROVAL

SIGNED:

DATE:

SALES APPROVAL