THE CITY OF BURLESON TEXAS

City Council
City Council Regular Meeting Agenda

Monday, September 15, 2025
5:30 PM

Live Stream at https://www.burlesontx.com/watchlive

City Hall Council Chambers, 141 W. Renfro, Burleson, TX 76028

1. CALL TO ORDER

Invocation - Gloria Gillespie, Senior Pastor, Open Door Church

Pledge of Allegiance to the US Flag

Texas Pledge:
Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible

2. PUBLIC PRESENTATIONS

A. Proclamations
-A Proclamation recognizing September 17 - September 23, 2025 as "Constitution Week" in the City of Burleson. (Recipient: Nathaniel Winston Chapter, Daughters of the American Revolution)

- A proclamation recognizing Burleson as a "Tourism Friendly Community." *(Recipient: Alex Philips, Director of Economic Development)*

B. Presentations

C. Community Interest Items
This is a standing item on the agenda of every regular meeting of the City Council. An “item of community interest” includes the following:

-Expression of thanks, congratulations, or condolence;
-Information regarding holiday schedules;
-Honorary recognitions of city officials, employees, or other citizens;
-Reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
-Announcements involving imminent public health and safety threats to the city.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. CITIZENS APPEARANCES

Each person in attendance who desires to speak to the City Council on an item NOT posted on the agenda, shall speak during this section.

A speaker card must be filled out and turned in to the City Secretary prior to addressing the City Council. Each speaker will be allowed three (3) minutes.

Please note that City Council may only take action on items posted on the agenda. The Texas Open Meetings Act prohibits the City Council from deliberating or taking action on an item not listed on the agenda. City Council may, however, receive your comments on the unlisted item, ask clarifying questions, respond with facts, and explain policy.

Each person in attendance who desires to speak to the City Council on an item posted on the agenda, shall speak when the item is called forward for consideration.

5. CONSENT AGENDA

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

A. Consider and take possible action on the minutes from the September 2, 2025 regular council meeting and September 8, 2025 special council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

B. Consider and take possible action on a resolution approving settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing the City Manager to execute all necessary documents in connection with the same. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

C. Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel. (Final Reading) *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

D. Consider and take possible action on a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, Deputy Director of Development Services and City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2026. *(Staff Contact: Errick Thompson, Director of Public Works)*

E. Consider and take possible action on a resolution to formally add the Plaza's lighting schedule and restroom facility hours to the governing policy. *(Staff Contact: Alex Philips, Economic Development Director)*

F. Consider and take possible action on a resolution authorizing street closures for an annual homecoming parade hosted by Burleson ISD on October 6, 2025. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*

G. Consider and take possible action on a resolution authorizing street closures for an annual homecoming Fall festival hosted by Open Door Church on October 24, 2025. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*

H. Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2025-26 in the amount of $1,245,498. *(Staff Contact: Wes Routson, Support Bureau Captain)*

I. Consider and take possible action on a Cooperative Purchasing Agreement with Austin Mac Haik Ford Lincoln, Ltd through the BuyBoard Cooperative (Contract # 724-23) for purchase of six (6) light duty trucks in the amount of $260,995.50. *(Staff Contact: Errick Thompson, Director of Public Works)*

J. Consider and take possible action on a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of six replacement vehicles in the amount of $582,398.50. *(Staff Contact: Errick Thompson, Director of Public Works)*

K. Consider and take possible action on an ordinance amending Chapter 34, Article VIII, of the Code of Ordinances regulating unattended clothing donation containers. (First Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

L. Consider and take possible action on a ten-year contract with Axon Enterprise Incorporated to purchase in-car camera, body-worn camera, taser, drone, software, services and products through a cooperative purchasing agreement with BuyBoard in the amount of $7,321,846.58. *(Staff Contact: Randy Crum, Police Captain)*

M. Consider and take possible action a resolution ratifying the appointments of chairpersons and vice-chairpersons of the City of Burleson Boards, Commissions, and Committees. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

N. Consider and take possible action on a 5-year contract with Motorola Solutions, Inc., for ASTRO 25 Advanced Services software through a cooperative purchasing agreement with DIR contract (DIR-CPO-5433) in the amount of $327,572.39. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*

6. ETJ RELEASE

A. ETJ Release Petition for 2787 SW Hulen ST (Case 25-256): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 11.811 acres of land addressed as 2787 SW Hulen ST. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

7. DEVELOPMENT APPLICATIONS

A. 1161 SW Wilshire BLVD (Case 25-099): Consider and take possible action on a resolution for a Commercial Site Plan with waivers to Chapter 63, Sign Regulations, Section 63-36; pertaining to a roof sign, the number of poster signs and Chapter 86, Landscaping, Trees and Vegetation, Section 86-109; pertaining to landscaping of parking lots. *(Staff Contact: Tony McIlwain, Development Services Director) (Note: City Council Agenda was posted prior to this item being heard by the Planning and Zoning Commission)*

8. GENERAL

A. Consider and take possible action on a resolution nominating candidates for the election of members to the Tarrant Appraisal District Board of Directors *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

B. Consider and take possible action on a professional service agreement with Kimley-Horn and Associates, Inc. for development of an Americans with Disabilities Act Transition Plan in the amount of $475,000. *(Staff Contact: Errick Thompson, Director of Public Works)*

C. Consider and take possible action on a two-year agreement with Dalworth Lighting & Electrical Services, LLC for streetlight repair and maintenance through an Inter-local Purchasing Agreement with the City of Dallas in the amount of $350,000. *(Staff Contact: Errick Thompson, Director of Public Works*)

D. Consider and take possible action on an ordinance establishing a No Parking Zone along both sides of S. Dobson Street between Miller Street and Booger Creek and along both sides of W. Miller Street from S. Dobson Street to S. Commerce Street; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, providing for publication; and an effective date. (First Reading) *(Staff Contact: Errick Thompson, Director of Public Works)*

E. Consider and take possible action on a minute order accepting the proposal from BTX Flex, LLC in response to RFP 2025-006 for the sale of real property located at 112 SE Gardens Boulevard and directing staff to enter into negotiations with the proposer. *(Staff Contact: Alex Philips, Director of Economic Development)*

F. Consider and take possible action on the appointments of council committees for the 2025-2028 term. *(Staff Contact: Monica Solko, Deputy City Secretary)*

9. REPORTS AND PRESENTATIONS

A. Receive an update and hold a discussion regarding the 89th legislative session. *(Presenter: Brandon Aghamalian, Focused Advocacy) (Staff Contact: Janalea Hembree, Assistant to the City Manager)*

B. Receive a report, hold a discussion, and provide staff direction on the flood warning system. *(Staff Contact: Errick Thompson, Director of Public Works)*

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

-Receive a report and hold a discussion regarding a facility management agreement with Sports Facilities Management, LLC

-Receive a report and hold a discussion regarding City operations and new laws recently enacted following the sessions of the 89th Texas Legislature, including House Bills 2464, 2844, and 4144, as well as Senate Bill 8 (2nd Special Session)

B. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

12. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 9th of September 2025, by 6:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

Amanda Campos

City Secretary

BUDGET STATEMENT

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the City Council meeting agenda at which the City Council will discuss or adopt a budget for the City of Burleson: For a median-valued homestead property ($306,724), the City's portion of the property tax bill in dollars for the current fiscal year (FY24-25) is $2,032.66, the City's portion of the property tax bill for the upcoming fiscal year (FY25-26) for the same property if the proposed budget is adopted is estimated to be $2,143.69, and the City's portion of the property tax bill in dollars for the upcoming fiscal year (FY25-26) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be $2,021.62.

ACCESSIBILITY STATEMENT

The Burleson City Hall is wheelchair accessible. The entry ramp is located in the front of the building, accessible from Warren St. Accessible parking spaces are also available in the Warren St. parking lot. Sign interpretative services for meetings must be made 48 hours in advance of the meeting. Call the A.D.A. Coordinator at 817-426-9600, or TDD 1-800-735-2989.

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Monica Solko, Deputy City Secretary**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on the minutes from the September 2, 2025 regular council meeting and September 8, 2025 special council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

SUMMARY:

The City Council duly and legally met on September 2, 2025 for a regular council meeting and September 8, 2025 special council meeting.

RECOMMENDATION:

1) Council may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Monica Solko TRMC
Deputy City Secretary
msolko@burlesontx.com
817-426-9682

BURLESON CITY COUNCIL REGULAR MEETING
SEPTEMBER 2, 2025
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:
Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Staff present
Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretar2
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER - Time 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation – Frank Pace, Minister, Wings of Hope

Pledge of Allegiance to the US Flag

Texas Pledge: *Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God; one and indivisible*

2. PUBLIC PRESENTATIONS

A. Proclamations
- None.

B. Presentations
- None.

C. Community Interest Items
- Join us, Farmer's Market, Saturday's from 8 a.m.-1 p.m., Mayor Vera Calvin Plaza.
- Join us, Emergency Preparedness Fair, September 13, 9 a.m. to 1 p.m. at the Brick.
- Registration is open, Be Healthy Fun Run, September 20.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

- None.

4. CITIZEN APPEARANCES

- None.

5. CONSENT AGENDA

A. Minutes from the August 18, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

B. CSO#5883-09-2025, resolution to accept two grant awards from the Texas A&M Forest Service totaling $120,000 over three years—$20,000 for the Canopy for Community Resilience Tree Planting Initiative and $100,000 to support the establishment of a full-time Urban Forester position. *(Staff Contact: Jen Basham, Director of Parks and Recreation)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

C. CSO#5884-09-2025, First Amendment Resolution to the prior resolution (CSO#5720-01-2025) authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Drive intersection. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

D. CSO#5885-09-2025, minute order authorizing the rate increase proposed by Waste Connections, Inc., as permitted under the existing contract, effective October 1, 2025. *(Staff Contact: Lauren Seay, Deputy Director of Administrative Services)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

E. CSO#5886-09-2025, interlocal agreement with the Johnson County Special Utility District (JCSUD) for placement of JCSUD's Water Line Facilities within the City of Burleson's right-of-way and reimbursement for upsizing of the Water Line Facility from 8-inch to 12-inch in association with the Alsbury Phase 2 Project. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

F. Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel. (First Reading) *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

G. CSO#5887-09-2025, ordinances amending Chapter 26, *Courts* and Chapter 34, *Environment*, of the Code of Ordinances. (Final Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

H. CSO#5888-09-2025, ordinance approving the 2025-2026 annual update to the Service and Assessment Plan (SAP) for the Parks at Panchasarp Farms Public Improvement District. (Final Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

I. CSO#5889-09-2025, ordinance amendment to Chapter 2 and Chapter 6 of the Code of Ordinances (Boards, Commissions, Committees) and City Council Policy #40 (Boards). (Final Reading) ***(Staff Contact: Amanda Campos, City Secretary)***

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

J. CSO#5890-09-2025, minute order authorizing three new bike trail features funded and constructed by the Fort Worth Mountain Bike Association (FWMBA) at Chisenhall Hike and Bike Trail. ***(Staff Contact: Jen Basham, Director of Parks and Recreation)***

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

K. CSO#5891-09-2025, minute order to adopt the FY 2025-2026 Strategic Plan. ***(Staff Contact: Janalea Hembree, Assistant to the City Manager).***

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

6. BUDGET AND TAX RATE

Amanda Campos, City Secretary announced that items 6A-6L would be presented as one presentation but voted on separately.

A. Hold a public hearing on the Fiscal Year 2025-2026 proposed annual budget. This budget will raise more total property taxes than last year's budget by an amount of $3,115,704, which is a 7.38 percent increase, and of that amount $873,089 is tax revenue to be raised from new property added to the tax roll this year. ***(Staff Contact: Kevin Hennessey, Interim Director of Finance)***

Kevin Hennessey, Interim Director of Finance, presented items 6A-6L to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:08 p.m.**

William Beckham, 108 Meandering, came forward to speak on item 6B.

Bill Janush, 117 NE Clinton, came forward to speak on items 6A, 6B, and 6C.

Mayor Fletcher closed the public hearing. **Time: 6:18 p.m.**

B. Hold a public hearing on the proposed ad valorem tax rate for Tax Year 2025. The proposed tax rate is $0.7218 per $100 valuation. The proposed tax rate exceeds the no-new-revenue tax rate. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Amanda Campos, City Secretary, announced that the City Council would not adopt the tax rate tonight following the public hearing. The final reading of the ordinance adopting the tax rate will be at the City Council meeting held on Monday, September 8, 2025 at 5:30 p.m., City Hall, 141 W. Renfro Street, Burleson, Texas 76028.

Mayor Fletcher opened the public hearing. **Time: 6:09 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:19 p.m.**

C. Hold a public hearing on the City of Burleson's schedule of fees, including the reauthorization of building permit fees. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Mayor Fletcher opened the public hearing. **Time: 6:09 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:19 p.m.**

D. Ordinance adopting the budget for Fiscal Year 2025-2026 beginning October 1, 2025, and terminating September 30, 2026, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more total property taxes than last year's budget by an amount of $3,115,704, which is a 7.38 percent increase, and of that amount $873,089 is tax revenue to be raised from new property added to the tax roll this year. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Adam Russell and seconded by Alexa Boedeker to approve the budget with the $0.7218 but removing the dry sauna from the 4B CIP.

Motion passed 7-0.

E. Ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2025 on all taxable property within the corporate limits of the city on January 1, 2025, and adopting a tax rate of $0.7218 per $100 of valuation for Tax Year 2025; providing for revenues for payment of current municipal maintenance and operation expenses and payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Dan McClendon and seconded by Phil Anderson to move that the property tax rate be increased by adoption of a tax rate of 0.7218 dollars per one hundred dollars valuation, which is effectively a 9.51% percent increase in the tax rate. Of the rate, 0.4933 dollars per one hundred dollars valuation is to fund maintenance and operations and 0.2285 dollars per one hundred dollars valuation is to fund the City's debt service.

Motion passed 7-0.

F. Ordinance approving the 2025 tax rolls; and declaring an effective date. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Victoria Johnson and seconded by Adam Russell to approve.

Motion passed 7-0.

G. Ordinance providing a Fiscal Year 2025-2026 schedule of fees for various City of Burleson services. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Dan McClendon and seconded by Larry Scott to approve.

Motion passed 7-0.

H. Ordinance providing Fiscal Year 2025-2026 rates for water and wastewater service. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Dan McClendon and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

I. Ordinance providing Fiscal Year 2025-2026 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (First Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Larry Scott and seconded by Adam Russell to approve.

Motion passed 7-0.

J. CSO#5892-09-2025, minute order ratifying the Burleson 4A Economic Development Corporation Board's action to adopt an annual budget for Fiscal Year 2025-2026. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Victoria Johnson and seconded by Larry Scott to approve.

Motion passed 7-0.

K. CSO#5893-09-2025, minute order ratifying the Burleson Community Service Development Corporation Board's action to adopt an annual budget for Fiscal Year 2025-2026. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Adam Russell and seconded by Alexa Boedeker to approve with the removal the dry sauna in the CIP.

Motion passed 7-0.

L. CSO#5894-09-2025, resolution adopting the City of Burleson Investment Policy (formerly City Council Policy #30) and stating the City Council has reviewed the policy in accordance with Section XI. Investment Policy Adoption. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 7-0.

7. DEVELOPMENT APPLICATIONS

A. CSO#5895-09-2025, ordinance for a zoning change request from "A" Agricultural to "SF16" Single-family dwelling district 16 for the proposed Legacy Hill subdivision with minimum 16,000 square foot lots located at 900 CR 1021 (Case 25-190). (First and Final reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 9-0)*

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:33 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:33 p.m.**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

B. CSO#5896-09-2025, ordinance for a zoning change request from "SF16" Single-family dwelling district 16 to "A" Agricultural to remove approximately 4.786 acres from the proposed Legacy Hill subdivision located at 10732 CR 1020 (Case 25-191). (First and Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 9-0)*

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:35 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:36 p.m.**

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 7-0.

C. CSO#5897-09-2025, ordinance for a zoning change request from "C" Commercial, to "SFE" Single-family estate district on approximately 3.093 acres located at 880 W County Road 714 (Case 25-189). *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 9-0)*

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Mayor Fletcher opened the public hearing. **Time: 6:39 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:39 p.m.**

Motion made by Adam Russell and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

D. CSO#5898-09-2025, ordinance change request from "C, Commercial", to "C, Commercial" with a Specific Use Permit for a Liquor Store" located at 185 NW John Jones DR, Suite 150 (Case 25-095). *(First and Final Reading) (This item was continued from the June 2, 2025 City Council meeting) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 4-2)*

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

Ron Thrower, Twin Liquors/HEB, applicant came forward to speak on the business.

Mayor Fletcher reopened the public hearing. **Time: 6:46 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:46 p.m.**

Motion made by Larry Scott and seconded by Dan McClendon to approve.

Motion passed 7-0.

8. GENERAL

Amanda Campos, City Secretary announced that items 8A-8C would be presented as one presentation but voted on separately.

A. CSO#5899-09-2025, agreement with Emergicon, LLC (CSO#4066-12-2022) through an interlocal agreement with the City of Euless (RFP 003-25) to add fire response billing and cost recovery services provided through Emergifire. *(Staff Contact: Casey Davis, Fire Chief)*

Casey Davis, Fire Chief, presented items 8A-8C to the city council.

Motion made by Alexa Boedeker and seconded by Adam Russell to approve.

Motion passed 7-0.

Phil Anderson left the dais at 7:00 p.m.

B. Ordinance establishing mitigation rates for emergency and non-emergency services. (First Reading) *(Staff Contact: Casey Davis, Fire Chief)*

Motion made by Larry Scott and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Phil Anderson absent.

C. CSO#5900-09-2025, resolution adopting an emergency and non-emergency management and services billing policy. *(Staff Contact: Casey Davis, Fire Chief)*

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 6-0, with Phil Anderson absent.

Phil Anderson returned to the dais at 7:02 p.m.

D. CSO#5901-09-2025, minute order appointing members to the City of Burleson boards, commissions, and committees for October 1, 2025 – September 30, 2028, terms and filling vacancies. *(Staff Contact: Amanda Campos, City Secretary)*

Amanda Campos, City Secretary, presented a minute order to the city council. Council would like the CSO to actively recruit for 4B board.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

9. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction regarding the newly formed BTX Prepared Stakeholder Group. *(Staff Contact: Joe Laster, Emergency Operations Manager)*

Joe Laster, Emergency Operations Manager, reported on the newly formed BTX Prepared Stakeholder group to the city council.

Council was in favor of the program.

B. Receive a report, hold a discussion, and provide staff direction on a mixed-use, municipal management district known as Tall Grass. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

Tony McIlwain, Development Services Director, introduced Stephen Spears. Mr. Spears presented the TallGrass concept master plan to the city council.

Council was in favor of the project.

10. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- Community park naming process.

11. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

-Receive a report and hold a discussion regarding a facility management agreement with Sports Facilities Management, LLC

-Receive a report and hold a discussion regarding the Amended Chapter 380 and Economic Development and Performance Agreement with the Burleson Community Service Development Corporation and Heim Burleson, LLC

-Receive a report and hold a discussion regarding the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste with Waste Connections Lone Star, Inc.

-Receive a report and hold a discussion regarding Human Resources Code Chapter 42 and the City's youth programs and camps

B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code

C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 7:37 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 8:04 p.m**.

Motion passed 7-0.

12. ADJOURNMENT

Motion made by Alexa Boedeker and seconded by Adam Russell to adjourn.

Mayor Chris Fletcher adjourned the meeting.

Time: 8:04 p.m.

_____

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL SPECIAL MEETING
SEPTEMBER 8, 2025
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:
Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Staff present
Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER - Time 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:32 p.m.**

2. CITIZEN APPEARANCES

- Ethan Walker, 448 Parkview Drive, addressed the Council regarding ideas he had for the city.

3. CONSENT AGENDA

A. CSO#5902-09-2025, ordinance establishing mitigation rates for emergency and non-emergency services. (Final Reading) *(Staff Contact: Casey Davis, Fire Chief)*

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

4. BUDGET AND TAX RATE

Amanda Campos, City Secretary announced that items 6A-6I would be presented as one presentation but voted on separately.

A. CSO#5903-09-2025, ordinance adopting the budget for Fiscal Year 2025-2026 beginning October 1, 2025, and terminating September 30, 2026, and making

appropriations for each fund; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. This budget will raise more total property taxes than last year's budget by an amount of $3,115,704, which is a 7.38 percent increase, and of that amount $873,089 is tax revenue to be raised from new property added to the tax roll this year. (Final Reading) ***(Staff Contact: Kevin Hennessey, Interim Director of Finance)***

Kevin Hennessey, Interim Director of Finance, presented items 6A-6I to the city council.

Motion made by Larry Scott and seconded by Dan McClendon to approve the budget for Fiscal Year 2025-2026 with the removal of the dry sauna from the 4B CIP and accepting the rate of $0.7218.

Motion passed 7-0.

B. CSO#5904-09-2025, minute order ratifying the adoption of the Fiscal Year 2025-2026 annual operating budget beginning October 1, 2025, and terminating September 30, 2026. ***(Staff Contact: Kevin Hennessey, Interim Director of Finance)***

Motion made by Larry Scott and seconded by Phil Anderson to approve with the removal of the dry sauna from the 4B CIP and accepting the rate of $0.7218.

Motion passed 7-0.

C. CSO#5905-09-2025, ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2025 on all taxable property within the corporate limits of the city on January 1, 2025, and adopting a tax rate of $0.7218 per $100 of valuation for Tax Year 2025; providing for revenues for payment of current municipal maintenance and operation expenses and payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause and an effective date; and finding that the meeting at which this ordinance is passed is open to the public. The proposed tax rate exceeds the no-new-revenue tax rate. (Final Reading) ***(Staff Contact: Kevin Hennessey, Interim Director of Finance)***

Motion made by Dan McClendon and seconded by Alexa Boedeker that the property tax rate be increased by the adoption of the a tax rate of 0.7218 dollars per one hundred dollars valuation, which is effectively a 9.51% percent increase in the tax rate. Of that rate, 0.4933 dollars per one hundred dollars valuation is to fund maintenance and operations and 0.2285 dollars per one hundred dollars valuation is to fund the City's debt service.

Motion passed 7-0.

D. CSO#5906-09-2025, ordinance approving the 2025 tax rolls; and declaring an effective date. (Final Reading) ***(Staff Contact: Kevin Hennessey, Interim Director of Finance)***

Motion made by Victoria Johnson and seconded by Adam Russell to approve the 2025 tax rolls.

Motion passed 7-0.

E. CSO#5907-09-2025, ordinance providing a Fiscal Year 2025-2026 schedule of fees for various City of Burleson services. (Final Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Phil Anderson and seconded by Alexa Boedeker to approve the Fiscal Year 2025-2026 schedule of fees.

Motion passed 7-0.

F. CSO#5908-09-2025, ordinance providing Fiscal Year 2025-2026 rates for water and wastewater service. (Final Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Adam Russell and seconded by Alexa Boedeker to approve Fiscal Year 2025-2026 rates for water and wastewater service.

Motion passed 7-0.

G. CSO#5909-09-2025, ordinance providing Fiscal Year 2025-2026 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash. (Final Reading) *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Larry Scott and seconded by Alexa Boedeker to approve Fiscal Year 2025-2026 rates for collection and disposal of residential and non-residential solid waste, recyclables and trash.

Motion passed 7-0.

H. CSO#5910-09-2025, resolution declaring the intention to reimburse an amount not to exceed $82,500,000 for FY 2025-26 planned capital projects, including public works, public safety, parks, waterworks, and wastewater projects. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Motion made by Dan McClendon and seconded by Adam Russell to approve.

Motion passed 7-0.

I. CSO#5911-09-2025, resolution declaring the intention to reimburse an amount not to exceed $16,500,000 for FY 2026-27 planned capital projects, including public works, public safety, parks, waterworks, and wastewater projects. (Staff Contact: Kevin Hennessey, Interim Director of Finance)

Motion made by Alexa Boedeker and seconded by Phil Anderson to approve.

Motion passed 7-0.

RECESS AND BACK TO ORDER

Mayor Chris Fletcher recessed for a short break at 6:07 p.m. and called the meeting back to order at 6:12 p.m. with all members present.

Matt Ribitizi, Deputy City Attorney, asked Council member Scott to affirm that his motion was to approve item 4A with the removal of the 4B CIP dry sauna and acceptance of the rate of $0.7218. Council member Scott confirmed.

5. RECESS INTO EXECUTIVE SESSION

In accordance with Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session in the City Council Workroom in City Hall to conduct a closed meeting to discuss any item listed on this Agenda. The City Council may reconvene into open session and take action on posted items.

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code

B. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

-Project Vision

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 6:13 p.m.**

Motion passed 7-0.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 6:30 p.m**.

Motion passed 7-0.

6. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Dan McClendon to adjourn.

Mayor Chris Fletcher adjourned the meeting. **Time: 6:31 p.m.**

_____

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: **Legal**

FROM: **Matt Ribitzki, Sr. Deputy City Attorney/Legal Service Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a resolution approving settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing the City Manager to execute all necessary documents in connection with the same. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

SUMMARY:

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with fifteen companies to resolve legal claims for their role in the opioid crisis. The newest agreement is with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

To be eligible to participate, the City must return the required subdivision participation form to the Attorney General by September 30, 2025.

OPTIONS:

1) Approve resolution approving settlement participation form
2) Deny resolution approving settlement participation form

RECOMMENDATION:

Approve the resolution approving settlement participation form

PRIOR ACTION/INPUT (Council, Boards, Citizens):

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Legal Services Director
mribitzki@burlesontx.com
817-426-9664

Generic Opioid Manufacturers Settlement Resolution

PRESENTED TO THE CITY COUNCIL ON
SEPTEMBER 15, 2025

Opioid Manufacturers Settlement Resolution

- On November 8, 2021, the City Council approved a resolution joining the global opioid settlement with the State of Texas through the Office of the Attorney General.
- Over the past few years, the state of Texas, along with a broad coalition of states and subdivisions, have reached final agreements with multiple companies to resolve legal claims for their role in the opioid crisis.
- The State of Texas has reached another settlement, this time with eight generic opioid manufacturers – Alvogen, Amnel, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.
- The Attorney General's office has now contacted subdivision across the state about joining the agreement.
- By signing onto the settlement agreement and executing a release, the City will be entitled to a portion of the funds that the state receives.
- The deadline join this settlement is September 30, 2025.

Opioid Manufacturers Settlement Resolution

- At this time, it is not known how much the City will receive from this settlement. The amount of the settlement depends on a variety of factors, including the number of participating entities.

- The use of opioid settlement funds are restricted to specific opioid remediation and prevention uses, including treatment and coordination of care, prevention of opioid usage, overdose prevention, and data and research. While these categories are broad, specific uses can include continuing education and training for first responders related to appropriate practices and precautions when dealing with opioids and fentanyl.

- Over the last three years, the City has received $102,136.45 from previous opioid settlements.

- At this time, the City has not used any of the opioid funds received from the state.

Opioid Manufacturers Settlement Resolution

Approve or Deny a Resolution:

- Approving the settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Alvogen, Amnel, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus and authorizing the City Manager to execute all necessary documents in connection with the same

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AUTHORIZING PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN RESOLVING OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS UNDER THE TERMS AND CONDITIONS SET FORTH IN THE TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE SAME; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (the "City"), 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, on November 8, 2021, the City adopted a resolution approving the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City received notice that the Office of the Attorney General has now reached a settlement with Alvogen, Amnel, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus; and

WHEREAS, the City can participate in this settlement by adopting the Subdivision and Participation and Release Form attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Release Form"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Burleson support the adoption and approval the Texas Term Sheet in its entirety; and

WHEREAS, the City Council of the City of Burleson, Texas (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Burleson, (ii) supports the addition of Alvogen, Amnel, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to the in the public interest to approve such settlement.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1

The City Manager is hereby authorized on behalf of the City to execute the Release Form.

Section 2

The City Secretary is hereby directed to return a copy of the executed Release Form to the Office of

the Attorney General by electronic-mail through the email address opioidsparticipation@rubris.com. Please include the name, state, and reference ID (CL-1773978) of the City in the body of the email and use the subject line "Settlement Participation Form – City of Burleson, Texas – CL-1773978".

Section 3

This resolution shall become effective immediately upon passage.

PASSED AND SO RESOLVED by the City Council of the City of Burleson, Texas, this _____ day of _____, 20____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: City of Burleson	State: Texas
Authorized Official:	Tommy Ludwig
Address 1:	141 W Renfro St
Address 2:	
City, State, Zip:	Burleson, TX 76028
Phone:	817-426-9664
Email:	citymanager@burlesontx.com

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Tommy Ludwig

Title: City Manager

Date: _____

City Council Regular Meeting

DEPARTMENT: **Legal**

FROM: **Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services**

MEETING: **September 15, 2025**

SUBJECT:

Consider approval of an ordinance of the approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSCs reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC's legal counsel. (Final Reading) *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)*

SUMMARY:

INTRO

The City of Burleson, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). ACSC undertakes activities on behalf of its city members and their citizens, including participation in rate cases. The City has been a longtime member of ACSC, and in 2023 passed a resolution to continue its membership.

2023 ATMOS RATE REQUEST

In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2025, the Company filed a rate request pursuant to the RRM Tariff

adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2024, entitled it to additional system-wide revenues of $245.2 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $225.6 million, $163.5 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC's consultants concluded that the system-wide deficiency under the RRM regime should be $185.6 million instead of the claimed $245.2 million.

After several settlement meetings, the parties have agreed to settle the case for $225.6 million. This is a reduction of $20 million to the Company's initial request. This includes payment of ACSC's expenses. The Effective Date for new rates is October 1, 2025. ACSC members should take action approving the Ordinance before October 1, 2025.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance that will generate $205.6 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

MONTHLY BILL IMPACT

The impact of the settlement on average residential rates is an increase of $7.83 on a monthly basis, or 9.27%. The increase for average commercial usage will be $25.73 or 6.56%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2025, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$54.68	-
DARR:	$58.57	$3.89
ATM Cities:	$57.39	$2.71
Environs:	$55.96	$1.28

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $245.2 million in additional system-wide revenues, the RRM settlement at $205.6 million for ACSC members reflects substantial savings to ACSC cities. Settlement at $205.6 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before October 1, 2025. New rates become effective October 1, 2025.

OPTIONS:

1) Approve the ordinance; or
2) Deny the ordinance.

RECOMMENDATION:

Approve the ordinance

PRIOR ACTION/INPUT (Council, Boards, Citizens):

The City Council passed the ordinance on first reading on September 2, 2025.

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664

Ordinance Approving the Settlement Agreement Between the Atmos Cities Steering Committee and Atmos

PRESENTED TO THE CITY COUNCIL

Atmos Settlement Agreement

- The city is a regulatory authority over Atmos Energy Corp., Mid-Tex Division with an interest in the rates and charges of Atmos
- The city has been a longtime member of the Atmos Cities Steering Committee (ACSC)
- ACSC is a coalition of 181 other cities that undertakes activities on behalf of its city members and their citizens, including participation in rate cases
- On April 1, 2025, Atmos filed a rate request pursuant to the rate review process requesting additional system-wide revenues of $245.2 million
- After discovery and several meetings, ACSC and Atmos agreed to settle the case for $225.6 million, a reduction of $20 million

Atmos Settlement Agreement

- The impact of the settlement on average residential usage is an increase of $7.83 on a monthly basis, or 9.27%
- The impact of the settlement on average commercial usage is an increase of $25.73 on a monthly basis, or 6.56%
- ACSC believes the $205.6 million settlement is fair and reasonable
- The ACSC Executive Committee urges all ACSC members to pass an ordinance approving the settlement before October 1, 2025
- New rates will become effective October 1, 2025

Atmos Settlement Agreement

Action Requested:

- Approve an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company's 2025 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; and requiring the company to reimburse ACSC's reasonable ratemaking expenses.

    - Staff recommends approval

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2025 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Burleson, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2025 Atmos Mid-Tex filed its 2025 RRM rate request with ACSC Cities based on a test year ending December 31, 2024; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2025 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $205.6 million on a system-wide basis with an Effective Date of October 1, 2025; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $205.6 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2025 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $205.6 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2025 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2025.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED the ____ day of_____, 20_____.

First Reading: the ____ day of_____, 20_____.

Final Reading: the ____ day of_____, 20_____.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF _____, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, P.E., CFM®, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, Deputy Director of Development Services and City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2026. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

The City of Burleson receives all its treated drinking water from the City of Fort Worth and sends all its wastewater for treatment back to the City of Fort Worth. The City entered into an agreement for drinking water service with the City of Fort Worth with a term from January 1, 2011, through September 30, 2031. The City entered into an agreement for wastewater service with the City of Fort Worth with a term from May 8, 2017, through September 30, 2037.

Article 15 of the water agreement and Article 23 of the wastewater agreement provide that the City of Burleson shall annually appoint a representative to be a voting member and an alternate member of the Wholesale Water and Wastewater Customer Advisory Committee. Representatives from wholesale customers make up the committee's membership.

The purpose of the committee is to consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

RECOMMENDATION:

Approve a minute order appointing Errick Thompson, Director of Public Works, as voting member and Michelle McCullough, Deputy Director of Development Services and City Engineer, as alternate member of the City of Fort Worth's Wholesale Water and Wastewater Customer Advisory Committee for fiscal year 2026

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Errick Thompson
Director of Public Works
ethompson@burlesontx.com
817-426-9610

City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee Appointments for FY26

Background

- City of Burleson is a wholesale customer of the City of Fort Worth for both drinking water and wastewater treatment services
- Current agreements
  - Wholesale Water Agreement – January 2011 through September 2031
  - Wholesale Wastewater Agreement – May 2017 through September 2037
- Both agreements require annual appointments for membership on the Water and Wastewater Wholesale Customer Advisory Committee
  - One primary voting member
  - One alternate member
- Committee purpose:

  Consult with and advise Fort Worth on matters pertaining to water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets, and additional wholesale customers



Recommendations / Action Requested

Approval of FY26 appointments to the City of Fort Worth Wholesale Water and Wastewater Customer Advisory Committee

- Primary: Errick Thompson, Public Works Director
- Alternate: Michelle McCullough, City Engineer / Deputy Director of Development Services

Questions / Discussion

Errick Thompson, P.E., CFM®

Director of Public Works

ethompson@burlesontx.com

817-426-9610

APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: 9/15/2025

WHOLESALE CUSTOMER: City of Burleson

Check all that apply: ■ Water ■ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2025 through September 30, 2026.

Voting Member:

Errick Thompson
Name
Director of Public Works
Title
817-426-9610
Office Phone
214-437-3387
Cell Phone
EThompson@burlesontx.com
Email Address

Mailing Address:

725 SE John Drive

Burleson, TX 76028

Alternate Member

Michelle McCullough
Name
Deputy Director of Development Services / City Engineer
Title
817-426-9616
Office Phone

Cell Phone
MMccullough@burlesontx.com
Email Address

Mailing Address:

135 W. Ellison St., Suite 109

Burleson, TX 76028

Official Seal

Signature of Mayor/Board President

Please complete and return as soon as possible, but no later than October 31, 2025 to:

WaterWholesale@fortworthtexas.gov

or

City of Fort Worth
Water Customer Service/Wholesale
P. O. Box 870
Fort Worth, Texas 76101

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Joni Van Noy, Economic Development Coordinator**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a resolution to formally add the Plaza's lighting schedule and restroom facility hours to the governing policy. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

The proposed changes to the governing policy would add the Plaza's current lighting schedule: Programmed to turn on thirty (30) minutes prior to sunset and turn off at approximately 7:00 a.m. daily; and hours of operation of the restroom facility: Programmed to unlock at 7:30 a.m. and lock at 10:00 p.m. These hours may be altered by request/permission of the City Manager.

RECOMMENDATION:

Staff recommends approving the resolution with changes to the policy as proposed.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

On April 23, 2025, Staff presented the current Plaza policy to the Community and Intergovernmental Relations Committee seeking recommendations of changes needed to the policy. The Committee recommend detail of the Plaza's lighting schedule and hours of operation of the restroom facility be added to the policy.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy
Economic Development Director
jvannoy@burlesontx.com

817-426-9689



Mayor Vera Calvin Plaza

General info.

1. Open to the general public 5:00A to 12:00A

   Hours may be altered by City Council, City Manager, Events Committee, or Old Town Administrator for things such as: maintenance, safety concerns, special events, and inclement weather

2. Children's play area, pavilions, picnic tables may not be reserved independently

3. Plaza lighting is programmed to turn on 30 minutes prior to sunset and is manually turned off each morning by our Parks Maint. staff (approx. 7 am)

4. Plaza restroom facilities currently open at 7:30A and are locked at 5:30P daily

   Timing of locks on the restroom facility has been altered a number of times due to vandalism, damage, overnight stays, etc.



Private events

- For the purpose of this policy, the term “private” applies to any event to be hosted by a private entity charging admission to enter. The term is not representative of an event only open to a specific group or list of attendees (i.e. wedding, reunion, birthday celebration, etc.)
- Private events are limited to Hotel/Motel tax recipients only
- No more than six (6) per year
- No outside A/V; must use City contracted technician
- The Plaza’s promenade may not be included within perimeter fencing and shall remain open to pedestrian traffic at all times.
- Half Day: $1,500 refundable deposit + $2,500 reservation fee due at time of reservation
  Full Day: $2,500 refundable deposit + $5,000 reservation fee due at time of reservation

Prohibited Actions

- ❑ Smoking
- ❑ Animals (excluding service animals)
- ❑ Materials/decorations attached to permanent fixtures in the plaza
- ❑ Open flames
- ❑ Fireworks
- ❑ Motorized vehicles (other than those with permission/in affiliation with a parade)
- ❑ No outside A/V equipment is permitted. Events requiring such services must utilize the city's contracted technician

Plaza Policy Changes

- ❑ Plaza lighting to be programmed to turn on 30 minutes prior to sunset and is manually turned off each morning by our Parks Maintenance staff.

- ❑ Restroom facilities to be opened at 7:00am and close at 10:00pm daily.

These changes were the recommendation of the Community & Intergovernmental Relations Committee on April 23, 2025.

Requested Action

- Approve or deny a the proposed changes to the Mayor Vera Calvin Plaza.

*Staff recommends approval

Questions / Comments

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9638

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ADOPTING AN UPDATED AND AMENDED MAYOR VERA CALVIN PLAZA POLICY.

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

WHEREAS, the City Council has an approved policy governing the use of the City's Mayor Vera Calvin Plaza; and

WHEREAS, the City Council desires to amend the policy to provide for the plaza's lighting schedule and restroom facility hours.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Council hereby approves the amended and updated Mayor Vera Calvin Plaza Policy, attached hereto as Exhibit "A", for City staff to use in the operation of the City's Mayor Vera Calvin Plaza.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

Facility Guidelines/ Reservations Info.

General Information:

The Old Town Administrator along with the Special Events Committee oversees the operation of and approves events within the Mayor Vera Calvin Plaza in Old Town. The Plaza is designed to be a public space for community gathering and fellowship.

For purposes of this policy, reservations of the Plaza includes: the greenspace/lawn area, restroom facilities, children's play area, picnic tables, area between the Heritage Museum and the trolley, pavilion areas along S. Warren St. and the performance stage. Pavilion areas, children's play area and/or standalone tables are not available for standalone reservation and shall operate on a "first come, first serve" basis.

Hours of Operation:

The Plaza is open to the general public from 5 A.M. to 12:00 A.M. (midnight) except for qualifying events in which the Plaza has been reserved or closed due to reasons listed below.

Plaza lighting is programmed to turn on thirty (30) minutes prior to sunset and turn off at approximately 7:00 a.m. daily.

Restroom facilities within the Plaza are programmed to unlock at 7:30 a.m. and lock at 10:00 p.m. daily.

The City Manager may approve temporary closure of all of part of the Mayor Vera Calvin Plaza for reasons including but not limited to: special event, maintenance, public safety concerns, or inclement weather.

Set up for an approved event may begin no more than two (2) hours prior to the event start time and no earlier than 7:00 a.m. If an organizer of an event seeks to begin set up outside of these perimeters, written permission from City management and/or City Council shall be required.

In accordance with the City's Public Events ordinance (Chapter 70- Article V.-

Public Events), a public event may not end later than 11:00 p.m.

Reservations:

1. Plaza reservations shall be limited to Hotel/Motel tax grant recipients and city organized events only.
2. All reservations shall be scheduled through approval of an affiliated Special Event permit application. No verbal agreements for the use of the Plaza will be considered valid. No reservation will be considered binding unless a Rental Agreement Form is complete, signed, and the required deposit and rental fee has been paid.
3. Any person, business, or organization wishing to reserve the Plaza shall complete and submit and event application form. Reservation requests may be requested *up to* 6 months in advance of the event date. Early application submittal does not guarantee approval.
4. An application for an event must be submitted at least 45 days prior to the proposed event date to allow for proper review.
5. Reservation cancellations must be made a minimum of 90 days prior to the scheduled event in order to be refunded fees paid to the City.
6. City staff and/or the events committee may deem review by City Council necessary for reasons including but not limited to: safety concerns, nature of the proposed event, anticipated audience, etc.
7. To maintain the plazas availability to the general public, private events will be limited to no more than one (1) private event within a one month period with a maximum number of private events limited to six (6) per year.
    a. Exception to this rule shall apply only to free, city organized events including but not limited to: Hot Sounds of Summer Concert series, Old Town Picture Show, etc.
    b. The term "private" event shall apply to any event to be hosted by a private entity and not be representative of an event only open to a specific group or list of attendees (i.e. wedding, reunion, birthday celebration etc.)
8. Recurring events, such as weekly, bi-weekly, or monthly events proposed to take place within the plaza, may be independently contracted with the City on a case by case basis.
    a. The term "recurring" event shall apply to an event that seeks to utilize the Plaza on a weekly, bi-weekly, or monthly schedule within a specific date range (Ex: Farmer's Market). The term "recurring" is not meant to include large community events that occur on an annual basis (Ex: Wine Crawl, Founder's Day, etc.)
9. The Plaza's promenade (formerly Ellison St. right-of-way) shall remain open to pedestrian traffic at all times and at no time be included within perimeter fencing for an event.

Rental/Use Fees:

1. A rental fee in accordance with the City's adopted fee schedule will be due at such time a reservation is approved.
2. A deposit of $500 shall be required at such time an application for plaza reservation is submitted. This does not guarantee approval of an event. Deposits will go towards reservation costs.

Security Deposit:

1. A security deposit in accordance with the City's adopted fee schedule will be due at such time a reservation is approved.
2. The security deposit will be refunded to the responsible party based on a determination by city personnel that all facets of the reservation agreement are satisfied.

Violations resulting in loss of security deposit:

1. Damage to Plaza, grounds, and/or fixtures. If repair costs of damages exceed security deposit amount, the renter shall be responsible for the additional costs.
2. Failure to leave the Plaza in the same condition as prior to the start of a rental period. This includes removing all trash and debris accumulated from an event.
3. Failure to comply with Plaza specific guidelines included herein and City of Burleson's Code of Ordinances.

Insurance Requirements:

1. Event organizers must provide proof of general liability coverage with minimum limits of $500,000 per occurrence for bodily injury, personal injury and property damage, with a minimum aggregate limit of $1,000,000.
2. Proof of insurance must be in the form of a valid Certificate of Insurance in the name of the responsible party with the City of Burleson listed as additionally insured.

Food and Beverage Sales:

1. Food and beverage vendors are permitted in affiliation with a special event permit so long as all appropriate health/environmental permits are acquired and City ordinances are met in conjunction with sales.

Businesses located in close proximity to the Plaza should be given preference when possible.
2. Standalone concession sales of any kind (bottle water, lemonade, candy, chips, etc.) shall not be permitted without a qualifying permit.
3. Events proposing alcohol sales shall comply with all TABC regulations in which are not governed and/or monitored by the City of Burleson.

Prohibited Actions:

1. Smoking within the plaza is prohibited at all times.
2. Materials and/or decorations of any kind may not be attached to permanent fixtures within the plaza. Decorations or materials may not be nailed, stapled, taped of otherwise attached to any part of the premise without explicit approval from the City's Old Town Administrator. All decorative material must be flameproof.
3. No open flames (including grills) are allowed within the plaza unless approved in affiliation with an event permit.
4. Fireworks of any kind are strictly prohibited unless approval is granted by City management in affiliation with an event.
5. Pets are not within the Plaza. This provision does not apply to service animals.
6. No motorized vehicles of any kind are permitted within the parameters of the Plaza. An exception for vehicles may be made in affiliation with an event permit, but will only be allowed within the area known as the "promenade" and will not be permitted on turf area(s) and/or sidewalks.
7. No outside A/V equipment will be permitted for events occurring within the Plaza. Any event proposing A/V shall utilize the City's preferred technician at his rate of pay as contracted with the City of Burleson.

Equipment, Supplies & Utilities:

1. All events utilizing the stage, lighting, and/or soundboard shall employ the City of Burleson's preferred vendor for the duration of an event. The fee for preferred vendor is included within the reservation fee.
2. The City of Burleson does not rent, lease, or provide any of the following supplies and equipment: tents, canopies, portable restrooms, hand-washing stations, additional trash receptacles, dumpsters, water hoses, extension cords, temporary fencing, generators, propane heaters, etc.
3. The event organizer or a representative must be present at such time equipment or supplies for a planned event is delivered to the plaza to ensure proper placement. The City will not orchestrate set up of private events.

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Joni Van Noy, Economic Development Coordinator**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a Resolution authorizing street closures for an annual homecoming parade hosted by Burleson ISD on October 6, 2025. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*

SUMMARY:

In accordance with the city's Code of Ordinance, Chapter 70, Article V, events requesting street closures require City Council approval.

Street Closures include: Thomas St., Summercrest Blvd., Hillside Dr. and Elk Dr. The parade route is shown below.



Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817-426-9689

BHS Homecoming Parade

PRESENTED TO THE CITY COUNCIL – SEPTEMBER 15, 2025

JONI VAN NOY, ECONOMIC DEVELOPMENT COORDINATOR

BHS Homecoming Parade

Date and Time

- Monday, October 6, 2025
- 5P-7P (approximate)

Special Event Ordinance

City Council approved an amendment to the city's special event ordinance in December 2022 that requires Council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail
- Impacting of hindering the regular flow of traffic
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food or beverage on city-owned property
- Erection of a tent equal to or greater than 400 square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand or bleachers
- Have an impact on public safety
- In-kind sponsorship of over $500

Closure Request

Thomas St.

Summercrest Blvd.

Hillside Dr.

Elk Dr.





Approve as presented



Approve with changes



Deny

Questions / Comments

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817.426.9689

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES FOR AN ANNUAL PARADE HOSTED BY BISD.

WHEREAS, the City of Burleson, Texas ("City"), 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, under Chapter 70 of the Code of Ordinances, the event organizer must be approved by the Burleson City Council due to the proposed closing or impacting a public street; and

WHEREAS, the parade organizer, Burleson ISD, requests certain streets in the city limits be closed at certain times for the annual Burleson High School homecoming parade; and

WHEREAS, after reviewing the matter, the City Council desires to approve the closure of certain streets as set forth in the resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Homecoming parade as set forth in Exhibit A.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the_____day of_____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

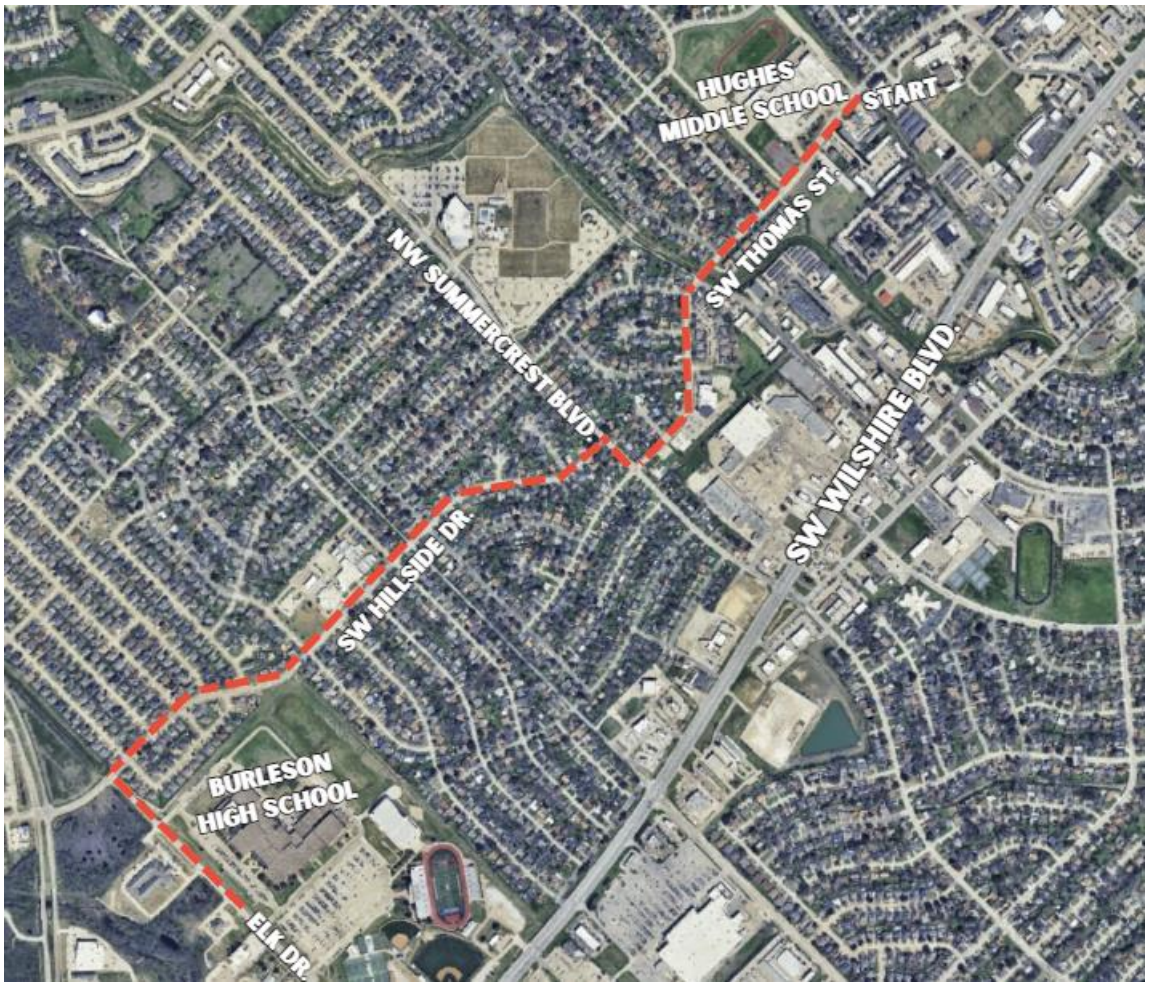
ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT A:


HUGHES
MIDDLE SCHOOL
START
SW THOMAS ST.
NW SUMMERCREST BLVD.
SW WILSHIRE BLVD.
SW HILLSIDE DR.
BURLESON
HIGH SCHOOL
ELK DR.

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Joni Van Noy, Economic Development Coordinator**

MEETING: **September 15, 2025**

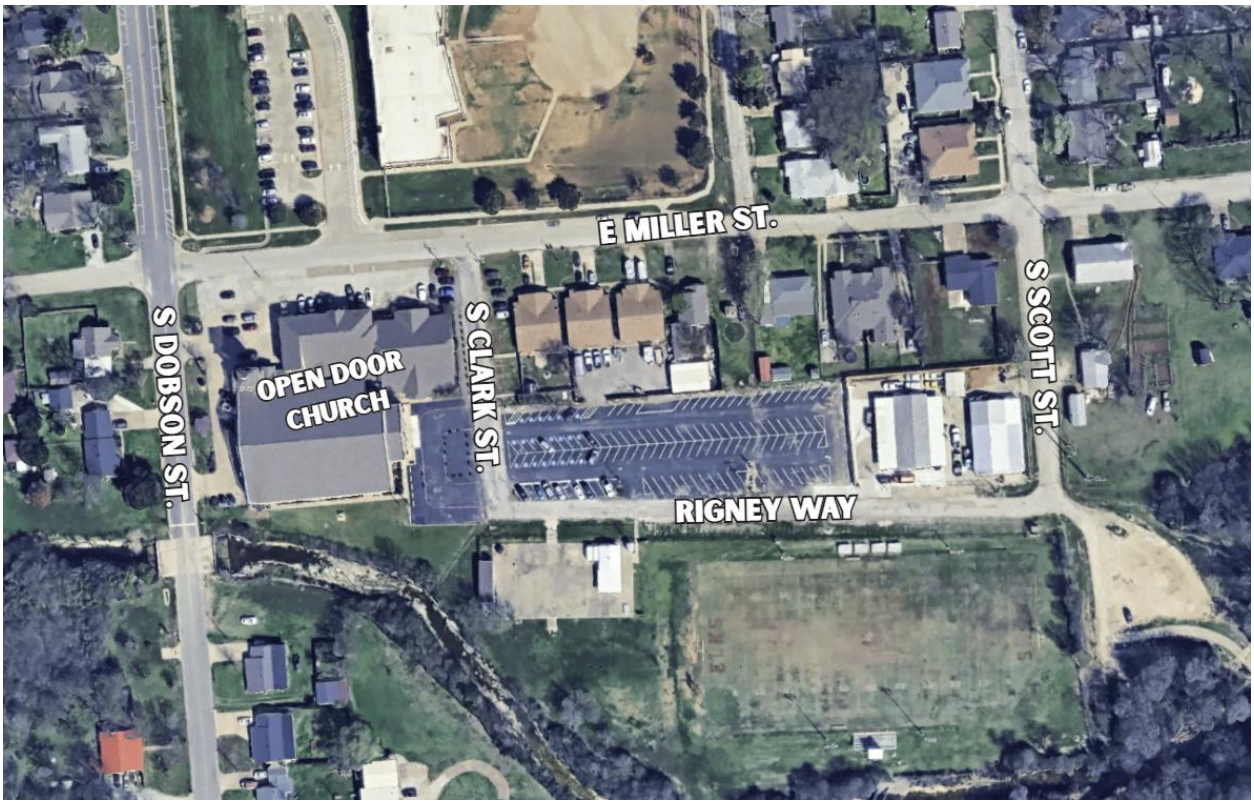
SUBJECT:

Consider and take possible action on a Resolution authorizing street closures for an annual homecoming Fall festival hosted by Open Door Church on October 24, 2025. *(Staff Contact: Joni Van Noy, Economic Development Coordinator)*

SUMMARY:

In accordance with the city's Code of Ordinance, Chapter 70, Article V, events requesting street closures require City Council approval.

Street Closures include: Clark St./Miller St. intersection and Rigney Way/Scott St. intersection



RECOMMENDATION:

Staff recommends approval of the proposed street closures.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817-426-9689

Open Door Fall Fest

PRESENTED TO THE CITY COUNCIL – SEPTEMBER 15, 2025

JONI VAN NOY, ECONOMIC DEVELOPMENT COORDINATOR

Open Door Fall Fest

Date and Time

- Friday, October 24, 2025
- 5P-9P (approximate)

Special Event Ordinance

City Council approved an amendment to the city's special event ordinance in December 2022 that requires Council approval for events that request any of the following:

- Closing or impacting a public street, sidewalk, or trail
- Impacting of hindering the regular flow of traffic
- Blocking or restricting city-owned property
- Sale or distribution of merchandise, food or beverage on city-owned property
- Erection of a tent equal to or greater than 400 square feet in area
- Installation of a stage, band-shell, trailer, van, portable building, grandstand or bleachers
- Have an impact on public safety
- In-kind sponsorship of over $500

Closure Request

Intersections:

Clark St./Miller St.

Rigney Way/ Scott St.





Approve as presented



Approve with changes



Deny

Questions / Comments

Joni Van Noy
Economic Development Coordinator
jvannoy@burlesontx.com
817.426.9689

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES FOR AN ANNUAL FALL FEST HOSTED BY OPEN DOOR CHURCH.

WHEREAS, the City of Burleson, Texas ("City"), 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, under Chapter 70 of the Code of Ordinances, the event organizer must be approved by the Burleson City Council due to the proposed closing or impacting a public street; and

WHEREAS, the parade organizer, Open Door Church, requests certain streets (Clark St./Miller St. and Rigney Way/Scott St.) in the city limits be closed at certain times for the annual Fall Fest; and

WHEREAS, after reviewing the matter, the City Council desires to approve the closure of certain streets as set forth in the resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Manager or his appointee(s) is authorized to provide approval of necessary street closures for the Annual Fall Fest as set forth in Exhibit A.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the_____day of_____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

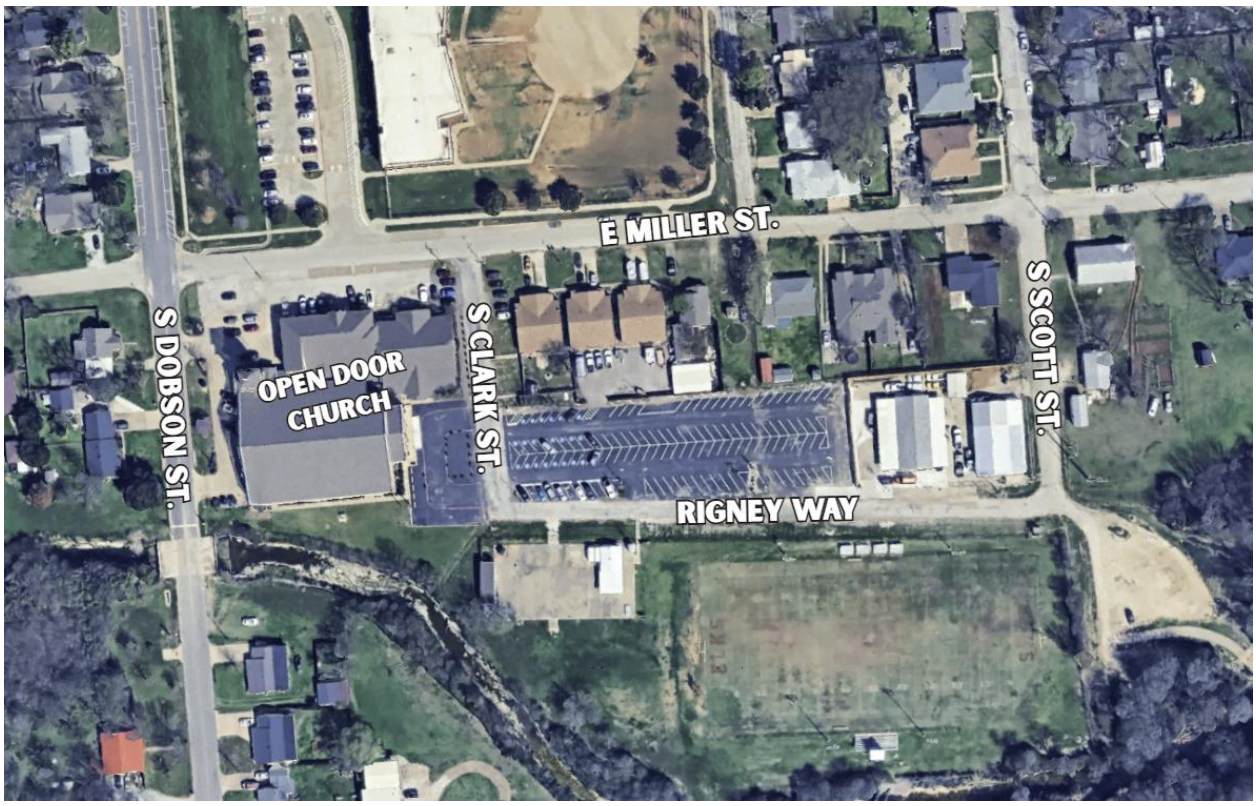
APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT A:

Date and Time:
***Friday, October 24, 2025**
***5P-9P (approximate)**

Intersections:
***Clark St./Miller St.**
***Rigney Way/ Scott St.**



City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Wes Routson, Support Bureau Captain**

MEETING: **September 15, 2025**

SUBJECT:

Consider approval of an interlocal agreement with the Burleson Independent School District (BISD) to provide eleven (11) school resource officers for the fiscal year 2025-26 in the amount of $1,245,498. *(Staff Contact: Wes Routson, Support Bureau Captain)*

SUMMARY:

The Burleson Independent School District (BISD) and the City of Burleson share costs for school resource officers (SRO), vehicles, and equipment to serve BISD campuses. The program has a total of eleven (11) SROs with two (2) sergeants and nine (9) officers.

RECOMMENDATION:

Staff recommends approval of the agreement.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

This is an annual Interlocal renewal with the last council renewal on October 07, 2024.

REFERENCE:

NA

FISCAL IMPACT:

Proposed Expenditure/Revenue: $1,245,498 will be reimbursed to City from BISD.
Account Number(s): 1012001-47500
Account Description: School Resource Officers

STAFF CONTACT:

Wes Routson
Support Bureau Captain
wroutson@burlesontx.com
817-426-9947

THE CITY OF BURLESON TEXAS

Burleson Police Department

School Resource Officer Interlocal with Burleson ISD

School Resource Officer (SRO) Service Fee for BISD

- The SRO program is a partnership with BISD. BISD will increase their shared costs to 55% of salary, benefits, and equipment during the 2025/2026 school year.
- BISD will incrementally increase their costs over the following three years to 70% of the shared costs for the program.
- Current SRO staffing is two (2) SRO sergeants and nine (9) SRO officers for a total of eleven (11) SRO positions
- SROs are assigned to BHS (1 Off/1 Sgt), CHS (1 Off/1 Sgt), Collegiate HS (1 Off), Hughes MS (1 Off), Kerr MS (1 Off), Steam MS (1 Off), Game Development Design campus (1 Off), Crossroads (1 Off), and rover/float (1 Off)
- BISD also added School Safety Officers (SSOs) at each elementary school in F2023-24 at their expense

School Resource Officer (SRO) Service Fee for BISD

- Cost per entity BISD: $1,245,498 and City: $1,019,055.
- Increased costs for BISD include increases to salaries, including an equity adjustment and longevity pay.
- In addition, equipment costs for Axon ICCs, Axon BWCs, and Axon Tasers were added at 55%. The costs of these items were not previously shared by BISD.
- The F2025-26 Interlocal for eleven SROs was scheduled to be presented to Burleson Independent School Board of Education on September 08, 2025, in the amount of $1,245,498.

SRO Staffing History

Officer Rank	Sergeant Rank	Year Added	Notes
1		1988	* DARE Officer (eventually assigned to Kerr as an SRO in 2000-01)
1		1993	Burleson High School (1st one)
1		1994	Hughes Middle School (1st middle school SRO)
1		1999	2nd SRO at BHS high school (eventually goes to CHS when it opens in F2010-11)
	1	F2018-19	Sergeant SRO added and assigned to STEAM Middle School
1		F2020-21	SRO at Realm Middle School (now Game Development Design campus)
2		F2021-22	2nd SRO at each high school (BHS/CHS)
2	1	F2022-23	Staffed and assigned to campuses
9	**2**		**SRO Staffing Total**

**** Original DARE officer (1988) was <u>not</u> assigned to a campus until Kerr opened in 2000-01***

Additional Info: 2000-01 Kerr Middle School opened
2010-11 Centennial High School opened

Requested Action

- Approve interlocal agreement with Burleson ISD for SRO services for F2025-26 in the amount of $1,245,498
- Deny interlocal agreement with Burleson ISD for SRO services for F2025-26 in the amount of $1,245,498
- Staff recommends approval

Questions / Comments

INTERLOCAL AGREEMENT BETWEEN
CITY OF BURLESON
AND
BURLESON INDEPENDENT SCHOOL DISTRICT
FOR
POLICE/SCHOOL LIAISON OFFICERS
FISCAL YEAR 2025-26

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the CITY OF BURLESON, a Texas home-rule municipality (the "CITY"), and the BURLESON INDEPENDENT SCHOOL DISTRICT, an independent school district located in Johnson and Tarrant County, Texas ("BISD"), may jointly exercise the power to provide governmental services for public health, safety, and general welfare; and

WHEREAS, the parties desire to enter into this Interlocal Agreement (this "Agreement"), for the provision of police services by the CITY in BISD's high schools, junior high schools, and elementary schools within the limits of both the CITY and BISD; and

WHEREAS, all obligations of the parties shall be funded from their respective available current revenues; and

WHEREAS, the parties agree that the payment amounts specified herein fairly compensates the performing party for the services and functions under this Agreement.

NOW, THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered between the CITY and BISD for the mutual considerations stated herein and shall be effective upon execution by both parties:

1. SCOPE OF AGREEMENT

CITY shall provide eleven (11) employees for fiscal 2025-26 who are certified police officers for the local school resource liaison program to be assigned at BISD campuses. Two (2) of the eleven (11) certified police officers will hold the rank of Sergeant and exercise direct supervision over the nine (9) other police officers.

2. TERM OF AGREEMENT

The term of the Agreement shall be for a period of twelve (12) consecutive months beginning the 1st day of October 2025 and ending the 30th day of September 2026.

3. PAYMENT FOR SERVICES

BISD shall pay CITY the sum of ONE MILLION TWO HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-EIGHT AND NO/100s DOLLARS ($1,245,498.00) per year for services rendered by school resource liaison officers. Payment for service shall be made quarterly upon receipt of billing from CITY after agreement execution by both parties.

BISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event of liaison officer being absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military or bereavement leave. However, CITY agrees to make a reasonable effort to fill the vacancy with other certified officers.

In the event CITY exercises its right to reassign one or more school resource liaison officers when, in the sole judgment of CITY, their services are required in response to a citywide or major emergency for more than seven (7) consecutive days, payment for service shall be reduced on a prorated basis.

4. INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the manner in which CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between BISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of BISD employees and shall not be considered in any manner to be BISD employees.

5. INSURANCE

CITY shall provide insurance coverage of officers. CITY shall also provide, during the term of this Agreement, worker's compensation insurance including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement.

6. AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of 2025--26 fiscal year. BISD shall have no liability for payment of any money for services performed after the end of this Agreement.

7. TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving ninety (90) days written notice of termination to the other party. Payments made to CITY by BISD prior to termination shall be non-refundable.

8. ASSIGNMENT

Neither party shall assign, transfer or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

9. WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

10. PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Johnson/Tarrant County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Johnson County, Texas.

11. NOTICES

Notices to BISD shall be deemed given when delivered in person to the Superintendent of Schools of BISD, or on the next business day after the mailing of said notice addressed to BISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 1160 SW Wilshire, Burleson, TX 76028.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to CITY by United States mail, certified or return receipt requested, and postage paid at 141 W. Renfro, Burleson, TX 76028.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

12. SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws; (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

13. ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire agreement between the parties. No other agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an agreement in writing, signed by both parties.

(Remainder of Page Intentionally Left Blank)

RESOLVED AND ENTERED into this the _____ day of _____, 2025, by the CITY OF BURLESON signing by and through its mayor duly authorized to execute this Agreement as approved by Burleson City Council on _____, 2025, and by the BURLESON INDEPENDENT SCHOOL DISTRICT, signing by and through its president duly authorized to execute this Agreement as approved by the BISD Board of Trustees on _____, 2025.

CITY:

By:_____
Chris Fletcher Date
Mayor, City of Burleson

ATTEST

_____
Amanda Campos
City Secretary, City of Burleson

BISD:

By:_____
Jerri McNair Date
President, BISD Board of Trustees

ATTEST

_____
Dallas Owen
Secretary, BISD Board of Trustees

Approved as to Form:

By:_____
Matt Ribitzki
Deputy City Attorney

Exhibit A

BISD Costs for SRO Services

Fiscal 2025-26

Officer	2025-26 Step Grade	Salary and Benefits	BISD Costs
Officer Step 9	9	$ 167,825	$ 92,303
Officer Step 9	9	167,825	$ 92,303
Officer Step 9	9	168,036	$ 92,419
Officer Step 6	6	150,592	$ 82,825
Officer Step 9	9	167,965	$ 92,380
Officer Step 5	5	147,539	$ 81,146
Officer Step 7	7	154,903	$ 85,196
Officer Step 9	9	168,036	$ 92,419
Officer Step 9	9	167,895	$ 92,342
Sergeant Step 4	4	193,904	$ 106,647
Sergeant Step 4	4	188,015	$ 103,408
Salary and Benefits Sub Total:		**$ 1,842,536**	**$ 1,013,388**

Other Description (Quantity) Per Year	Per Item Cost	Total Cost for Items	BISD Costs
(11) Vehicle Replacement Contributions	$ 22,510	$ 247,610	$ 136,185
(11) Vehicle Fuel/Maintenance	4,000	44,000	$ 24,200
(11) Officer Training and Ammo	1,550	17,050	$ 9,377
(11) Portable Radio Service Fee	250	2,750	$ 1,512
(11) Mobile (vehicle mount) Radio Service Fee	250	2,750	$ 1,512
(11) Axon in-car camera Annual Cost	3,055	33,605	$ 18,482
(11) Axon BWC Annual Cost	3,804	41,844	$ 23,014
(11) Axon Taser Annual Cost	975	10,725	$ 5,898
(11) SRO Training Conference	1,627	17,897	$ 9,843
(11) Officer Vest Replacements	345	3,795	$ 2,087
Other Costs:	**$ 38,366**	**$ 422,026**	**$ 232,110**

BISD Fiscal 2025-26 Total: **$ 1,245,498**

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Austin Mac Haik Ford Lincoln, LTD through the BuyBoard Cooperative (Contract # 724-23) for purchase of six (6) light duty trucks in the amount of $260,995.50. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of two replacements funded in the Governmental Equipment Replacement Fund for FY25. These units support daily service delivery in Code Enforcement and Environmental Services at a combined cost of $89,710.17.

The item also includes the purchase of three replacements funded in the Proprietary Equipment Replacement Fund for FY26. These units support daily service delivery in Water Operations at a combined cost of $116,448.58.

Finally, this item includes the purchase of one addition to the fleet funded as part of the August18, 2025 budget amendment to the Parks Performance Fund. This new addition will support City maintenance of the Bartlett Soccer Complex at a cost of $54,836.75.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Austin Mac Haik Ford Lincoln, LTD through the BuyBoard Cooperative (Contract # 724-23) for purchase of six (6) light duty trucks in the amount of $260,995.50

PRIOR ACTION/INPUT (Council, Boards, Citizens):

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council approved the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $116,448.58
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary Equipment Replacement Fund
Account Description: ERF Equipment

Proposed Expenditure: $89,710.17
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

Proposed Expenditure: $54,836.75
Account Number(s): 203-50-50-5005-0000-70025
Fund: Parks Performance Fund
Account Description: Furniture & Equipment

STAFF CONTACT:

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

Acquisition of Replacement Fleet and Equipment

City Council
September 15, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of FY26 fleet replacements
- May 27, 2025 – City Council endorsed the FY26 fleet replacements
- July 21, 2025 – City Council approved FY25 and FY26 replacement purchases requiring council action excluding 11 units
- August 18, 2025 – City Council amended the Parks Performance Fund budget including funding for the addition of one truck

Fleet Purchases

Tonight's agenda includes two items to purchase the remaining 11 replacements:

- *Six medium-duty trucks for the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of three FY25 replacements (two Governmental at $188,244, one Proprietary at $107,944)*
  - *Acquisition of three FY26 replacements (one Governmental at $90,126, two Proprietary at $196,085)*
- *Five light-duty trucks for the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of two FY25 replacements (both Governmental, $89,710)*
  - *Acquisition of three FY26 replacements (all Proprietary, $116,449)*

Total for Replacement Purchases: $788,558 ($159,705 less than budgeted for these 11 units)

Also included is the purchase of one light duty truck as an addition to the fleet funded in the August budget amendment related maintenance of the Bartlett Soccer Complex ($54,837)

FY25 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit #	Existing Vehicle/ Equip.	Requested Replacement Vehicle/ Equip.	Additional Justification Details
Public Works - Water	442	6 CY Dump Truck	5 - 7 CY Dump Truck	This vehicle is used daily by Water and Wastewater crews performing main repairs. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Street Maintenance	535	6 CY Dump Truck	5 - 7 CY Dump Truck	This vehicle is used daily by Street and Drainage crews for daily maintenance operations including picking up materials (asphalt, rip rap, fill dirt, sand, etc.) and hauling excavated materials, and in sanding operations during inclement weather operations. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Environmental Services	610	1/2 -ton pickup	1/2 -ton pickup	This unit is used daily in the Mosquito Abatement Program, stormwater inspections and enforcement, and to investigate complaints regarding stormwater / erosion & sediment control complaints. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Street Maintenance	620	1-ton pickup	1-ton pickup	This vehicle is used daily to transport Street and Drainage crews for daily maintenance operations and to tow various equipment needed for their operations. Timely replacement ensures continued reliability and availability for these essential operations.
Development Services - Code Enforcement	689	1/2 -ton pickup	1/2-ton pickup	This unit is used daily for various inspections and complaint investigations by Code Compliance staff. Timely replacement ensures continued reliability and availability for these essential operations.

FY26 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit Number	Existing Vehicle/Equip.	Requested Replacement Vehicle/Equip.	Additional Justification Details
Public Works - Wastewater	733	Chevy 3500 HD	Chevy Silverado 4500 HD	Capability to pull the 20,00lb Vac Trailer. Unit 733 is used every day to haul necessary equipment and materials, and staff to locations each day. Unit is used for water main breaks, sewer main breaks, and service repairs.
Public Works - Water	560	Chevrolet Colorado	Chevy Colorado	This vehicle is used daily by meter technicians for routine daily maintenance, including meter reading, installations, and repairs. Timely replacement ensures continued reliability and availability for these essential operations. Current vehicle mileage is 97,439.
Public Works - Water	693	Chevy Silverado 1500	Chevy Colorado	This vehicle is used daily by meter technicians for routine daily maintenance, including meter reading, installations, and repairs. Timely replacement ensures continued reliability and availability for these essential operations. Current vehicle mileage is 103,983 and Public Works is requesting to downsize vehicle as a full-size truck is not necessary for these duties and for consistency in the fleet.

FY26 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit Number	Existing Vehicle/Equip.	Requested Replacement Vehicle/Equip.	Additional Justification Details
Public Works - Water	731	Chevy Silverado 2500	Chevy Silverado 1500	Unit 731 is used daily to transport staff, equipment, and materials to job sites and meetings. This request is to downsize from a 2500 to a 1500 series truck, as a heavy-duty vehicle is not necessary for supervisory tasks. The current vehicle has 92,989 miles. A 1500 series truck can still haul essential items—such as tools, ladders, and small trailers—while improving fleet efficiency.
Public Works - Water	734	Chevy 3500 HD	Chevy Silverado 4500 HD	This unit is used for critical tasks such as water main breaks, sewer main breaks, and service repairs. The vehicle currently has 60,108 miles. The requested replacement vehicle should include towing capability for the 20,000 lb Vac Trailer to ensure continued support of these essential operations.
Public Works - Street Maintenance	357	Ferguson Rubber Tire Asphalt Roller	Ford F-450	Public Works has been outsourcing large overlays and indicates that they do not have the demand for a unit of this nature. Additionally, alternative equipment that is more versatile is desired to fit the type of work we are performing which is generally smaller in nature.

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Rush Truck Centers of Texas, LP for the purchase of six units in the amount of $582,398.50
2. Austin Mack Haik Ford Lincoln for the purchase of five units in the amount of $260,995.50

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between AUSTIN MAC HAIK FORD LINCOLN, LTD. **("Vendor")** and the **City of Burleson, ("Customer"** or **"Authorized Customer"), a** Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the BUYBOARD Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** 724-23, as amended, (the "Agreement") with an expiration date of 11/30/2025 .

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

ONE (1) NEW 2026 FORD F-250, TWO (2) NEW 2025 FORD RANGERS, AND THREE (3) NEW 2025 FORD F-150 VEHICLES AS DESCRIBED IN ATTACHMENTS A-C.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of TWO HUNDRED SIXTY THOUSAND, NINE HUNDRED NINETY-FIVE AND 50/100 DOLLARS ($260,995.50) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

☑ ***Single Purchase Contract*** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract***- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Multi-Year Contract-***The Term shall be for one (1) year(s) expiring on _____.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds $50,000 a performance bond is required. If the individual project price exceeds $100,000 both performance and payment bonds are required.

☐ ***Emergency Purchase*** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ ***Standard Addendum with the City of Burleson, Texas -*** If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 15TH day of SEPTEMBER 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR AUSTIN MAC HAIK FORD LINCOLN, LTD.

Signed by:

By: Paul Neagle

F12E324545E94BF...

Name: Paul Neagle

Title: Commercial Account Manager

Date: 9/4/2025

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

ATTACHMENT A

Prepared for: Errick Thompson, City of Burleson

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535



Client Proposal

Prepared by:
Paul Neagle
Office: 512-563-3290
Quote ID: COB25R4B
Date: 09/01/2025

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

Errick Thompson, City of Burleson

Re: Quote ID COB25R4B 09/01/2025

Dear Errick,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R4B	Base Vehicle Price (R4B)	$33,350.00
Packages		
100A	Equipment Group 100A Standard *Includes:* *- Engine: 2.3L EcoBoost* *Includes auto start-stop technology.* *- Transmission: Electronic 10-Speed Automatic* *Includes selectable drive modes: normal, ECO, sport, tow/haul and slippery.* *- 3.73 Axle Ratio* *- GVWR: 6,050 lbs* *- Tires: 255/70R17 All-Terrain BSW* *- Cloth Front Bucket Seats* *Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift.* *- Radio: AM/FM Stereo* *Includes 6 speakers and A and C USB ports.* *- SYNC 4A* *Includes enhanced voice recognition communications and entertainment system, 10" touchscreen in center stack with swipe capability, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility.* *- STX Appearance Package* *- Wheels: 17" Silver-Painted Aluminum* *- Halogen Fog Lamps* *- LED Reflector Headlamps* *- STX Fender Badge*	N/C
Powertrain		
99H	Engine: 2.3L EcoBoost *Includes auto start-stop technology.*	Included
44T	Transmission: Electronic 10-Speed Automatic *Includes selectable drive modes: normal, ECO, sport, tow/haul and slippery.*	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,050 lbs	Included
Wheels & Tires		
STDTR	Tires: 255/70R17 All-Terrain BSW	Included
64E	Wheels: 17" Silver-Painted Aluminum	Included
Seats & Seat Trim		

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

As Configured Vehicle (cont'd)

Code	Description	MSRP
B	Cloth Front Bucket Seats *Includes 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift.*	Included
Other Options		
128WB	128" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo *Includes 6 speakers and A and C USB ports.* *Includes:* *- SYNC 4A* *Includes enhanced voice recognition communications and entertainment system, 10" touchscreen in center stack with swipe capability, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility.*	Included
153	Front License Plate Bracket *Standard in states where required by law, optional to all others.*	N/C
86S	Tough Bed Spray-In Bedliner Ford accessory.	$495.00
Emissions		
425	SULEV Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
BH_03	Ebony w/Cloth Front Bucket Seats	N/C
Upfit Options		
RSC63	RKI White Cross Box	$895.00
RKI	HEADACHE RACK	$775.00
5590CA	PUTCO 5590CA MINI LIGHT BAR	$695.00

SUBTOTAL	$36,210.00
Destination Charge	$1,695.00

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

As Configured Vehicle (cont'd)

Code	Description	MSRP
TOTAL		$37,905.00

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Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 535 | Quote ID: COB25R4B

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

	MSRP
Vehicle Pricing	$75,810.00
Subtotal	$75,810.00

Pre-Tax Adjustments

Code	Description	MSRP
Dealer Discount	Dealer Discount	-$2,500.00
GPC	Government Pricing Concession	-$3,200.00
Subtotal		$70,110.00

Post-Tax Adjustments

Code	Description	MSRP
INSP FEE	GOV VEH INSP REPL FEE	$33.50
Doc	Doc Fee	$450.00
BUY BOARD FEE 2	Buy Board Contract # 724-23	$400.00
Delivery Fee	Delivery Fee	$600.00
Subtotal		$71,593.50
Total		$71,593.50

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

ATTACHMENT B

Prepared for: Errick Thompson, City of Burleson

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565



Client Proposal

Prepared by:
Paul Neagle
Office: 512-563-3290
Quote ID: COB25W1K
Date: 09/01/2025

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

Errick Thompson, City of Burleson

Re: Quote ID COB25W1K 09/01/2025

Dear Errick,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W1K	Base Vehicle Price (W1K)	$44,095.00
Packages		
101A	Equipment Group 101A Standard *Includes:* *- Engine: 2.7L V6 EcoBoost* *Includes auto start-stop technology.* *- Transmission: Electronic 10-Speed Automatic* *Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.* *- 3.55 Axle Ratio* *- GVWR: 6,426 lbs Payload Package* *- Tires: 245/70R17 BSW A/S* *- Wheels: 17" Silver Steel* *- Radio: AM/FM Stereo w/SiriusXM 360L* *Includes 6 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.* *- SYNC 4 w/Enhanced Voice Recognition* *Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.*	N/C
Powertrain		
99P	Engine: 2.7L V6 EcoBoost *Includes auto start-stop technology.*	Included
44G	Transmission: Electronic 10-Speed Automatic *Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.*	Included
X19	3.55 Axle Ratio	Included
STDGV	GVWR: 6,426 lbs Payload Package	Included
Wheels & Tires		
STDTR	Tires: 245/70R17 BSW A/S	Included

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

As Configured Vehicle (cont'd)

Code	Description	MSRP
64C	Wheels: 17" Silver Steel	Included

Seats & Seat Trim

A	Vinyl 40/20/40 Front Seat	N/C

Other Options

145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included

Includes 6 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.

Includes:
- SYNC 4 w/Enhanced Voice Recognition
Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.

153	Front License Plate Bracket	N/C

Standard in states where required by law, optional to all others.

96W	Tough Bed Spray-In Bedliner	$625.00

Ford accessory.

PAINT	Monotone Paint Application	STD

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C

Requires valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

As Configured Vehicle (cont'd)

Code	Description	MSRP
Emissions		
425	50 State Emissions System	STD
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
Upfit Options		
RSC63	RKI White Cross Box	$895.00
RKI	HEADACHE RACK	$775.00
5590CA	PUTCO 5590CA MINI LIGHT BAR	$695.00
SUBTOTAL		$47,085.00
Destination Charge		$2,195.00
TOTAL		$49,280.00

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Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2025 F-150 4x2 SuperCrew Cab 5.5' box 145" WB XL (W1K)

Price Level: 565 | Quote ID: COB25W1K

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 3

	MSRP
Vehicle Pricing	$147,840.00
Subtotal	$147,840.00

Pre-Tax Adjustments

Code	Description	MSRP
Dealer Discount	Dealer Discount	-$4,500.00
GPC	Government Pricing Concession	-$10,800.00
Subtotal		$132,540.00

Post-Tax Adjustments

Code	Description	MSRP
INSP FEE	GOV VEH INSP REPL FEE	$50.25
Doc	Doc Fee	$675.00
BUY BOARD FEE 2	Buy Board Contract # 724-23	$400.00
Delivery Fee	Delivery Fee	$900.00
Subtotal		$134,565.25
Total		$134,565.25

Customer Signature

Acceptance Date

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

ATTACHMENT C

Prepared for: Errick Thompson, City of Burleson

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625



Client Proposal

Prepared by:
Paul Neagle
Office: 512-563-3290
Quote ID: COB26W2B
Date: 09/01/2025

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

Errick Thompson, City of Burleson

Re: Quote ID COB26W2B 09/01/2025

Dear Errick,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2B	Base Vehicle Price (W2B)	$52,900.00
Packages		
600A	Order Code 600A *Includes:* *- Engine: 6.8L 2V DEVCT NA PFI V8 Gas* *- Transmission: TorqShift-G 10-Speed Automatic* *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.* *- 3.73 Axle Ratio* *- GVWR: 10,000 lb Payload Package* *- Tires: LT245/75Rx17E BSW A/S* *Spare may not be the same as road tire.* *- Wheels: 17" Argent Painted Steel* *Includes painted hub covers/center ornaments.* *- HD Vinyl 40/20/40 Split Bench Seat* *Includes center armrest, cupholder, storage and driver's side manual lumbar.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 6 speakers.* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic *Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.*	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S *Spare may not be the same as road tire.*	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

As Configured Vehicle (cont'd)

Code	Description	MSRP
64A	Wheels: 17" Argent Painted Steel *Includes painted hub covers/center ornaments.*	Included

Seats & Seat Trim

A	HD Vinyl 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*	Included

Other Options

176WB	176" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 6 speakers.* *Includes:* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* *- SYNC 4* *Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.*	Included
471	Camper Package *Includes heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), slide-in camper certification and tailgate delete cap kit. Note 1: Salesperson's source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. Note 2: May result in deterioration of ride quality when vehicle is not equipped with camper.* *Includes:* *- Rear Stabilizer Bar & Auxiliary Springs*	$160.00
52B	Trailer Brake Controller *Includes smart trailer tow connector.*	$300.00
85S	Tough Bed Spray-In Bedliner *Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.*	$625.00
153	Front License Plate Bracket *Standard in states requiring 2 license plates and optional to all others.*	N/C

Fleet Options

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

As Configured Vehicle (cont'd)

Code	Description	MSRP
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
RSC63	RKI White Cross Box	$895.00
RKI	HEADACHE RACK	$775.00
5590CA	ECCO 5590CA MINI LIGHT BAR	$695.00

SUBTOTAL	$56,350.00
Destination Charge	$2,195.00
TOTAL	$58,545.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Docusign Envelope ID: 3F331337-7D36-487C-9545-721B5E7A3F36

Prepared for: Errick Thompson
City of Burleson
Prepared by: Paul Neagle
09/01/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2026 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 625 | Quote ID: COB26W2B

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$58,545.00
Subtotal	$58,545.00

Pre-Tax Adjustments

Code	Description	MSRP
Dealer Discount	Dealer Discount	-$1,950.00
GPC	Government Pricing Concession	-$2,700.00
Subtotal		$53,895.00

Post-Tax Adjustments

Code	Description	MSRP
INSP FEE	GOV VEH INSP REPL FEE	$16.75
Doc	Doc Fee	$225.00
BUY BOARD FEE 2	Buy Board Contract # 724-23	$400.00
Delivery Fee	Delivery Fee	$300.00
Subtotal		$54,836.75
Total		$54,836.75

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of six replacement vehicles in the amount of $582,398.50. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

This item includes the purchase of three replacements funded in the Governmental Equipment Replacement Fund – two in FY25 and one in FY26. These units support daily service delivery in Street Maintenance at a combined cost of $278,369.53.

This item includes the purchase of three replacements funded in the Proprietary Equipment Replacement Fund – one in FY25 and two in FY26. These units support daily service delivery in Water Operations at a combined cost of $304,028.97.

RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of six replacement vehicles in the amount of $582,398.50

PRIOR ACTION/INPUT (Council, Boards, Citizens):

May 27, 2025 – City Council approved the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

May 8, 2025 – Finance Committee recommended approval of the FY26 replacement lists for the Proprietary and Governmental Equipment Replacement Funds

February 17, 2025 – City Council approved the Equipment Replacement Funds Policy

January 22, 2025 – Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy

REFERENCE:

CSO#5745-02-2025

FISCAL IMPACT:

Proposed Expenditure: $304,028.97
Account Number(s): 603-10-13-1302-0000-71001
Fund: Proprietary Equipment Replacement Fund
Account Description: ERF Equipment

Proposed Expenditure: $278,369.53
Account Number(s): 602-10-13-1302-0000-71001
Fund: Governmental Equipment Replacement Fund
Account Description: ERF Equipment

STAFF CONTACT:

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

Acquisition of Replacement Fleet and Equipment

City Council
September 15, 2025

Background

- January 22, 2025 - Council Policy and Valuation Committee recommended approval of the Equipment Replacement Funds Policy
- February 17, 2025 - City Council passed a resolution adopting the new policy, which includes accelerating purchases into the summer preceding the new fiscal year
- March to April 2025 – Staff ERF Committee developed recommendations for FY26 replacements per the established policy
- May 7, 2025 – Finance Committee recommended approval of FY26 fleet replacements
- May 27, 2025 – City Council endorsed the FY26 fleet replacements
- July 21, 2025 – City Council approved FY25 and FY26 replacement purchases requiring council action excluding 11 units
- August 18, 2025 – City Council amended the Parks Performance Fund budget including funding for the addition of one truck

Fleet Purchases

Tonight's agenda includes two items to purchase the remaining 11 replacements:

- *Six medium-duty trucks for the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of three FY25 replacements (two Governmental at $188,244, one Proprietary at $107,944)*
  - *Acquisition of three FY26 replacements (one Governmental at $90,126, two Proprietary at $196,085)*
- *Five light-duty trucks for the Governmental and Proprietary Equipment Replacement Funds*
  - *Acquisition of two FY25 replacements (both Governmental, $89,710)*
  - *Acquisition of three FY26 replacements (all Proprietary, $116,449)*

Total for Replacement Purchases: $788,558 ($159,705 less than budgeted for these 11 units)

Also included is the purchase of one light duty truck as an addition to the fleet funded in the August budget amendment related maintenance of the Bartlett Soccer Complex ($54,837)

FY25 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit #	Existing Vehicle/ Equip.	Requested Replacement Vehicle/ Equip.	Additional Justification Details
Public Works - Water	442	6 CY Dump Truck	5 - 7 CY Dump Truck	This vehicle is used daily by Water and Wastewater crews performing main repairs. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Street Maintenance	535	6 CY Dump Truck	5 - 7 CY Dump Truck	This vehicle is used daily by Street and Drainage crews for daily maintenance operations including picking up materials (asphalt, rip rap, fill dirt, sand, etc.) and hauling excavated materials, and in sanding operations during inclement weather operations. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Environmental Services	610	1/2 -ton pickup	1/2 -ton pickup	This unit is used daily in the Mosquito Abatement Program, stormwater inspections and enforcement, and to investigate complaints regarding stormwater / erosion & sediment control complaints. Timely replacement ensures continued reliability and availability for these essential operations.
Public Works - Street Maintenance	620	1-ton pickup	1-ton pickup	This vehicle is used daily to transport Street and Drainage crews for daily maintenance operations and to tow various equipment needed for their operations. Timely replacement ensures continued reliability and availability for these essential operations.
Development Services - Code Enforcement	689	1/2 -ton pickup	1/2-ton pickup	This unit is used daily for various inspections and complaint investigations by Code Compliance staff. Timely replacement ensures continued reliability and availability for these essential operations.

FY26 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit Number	Existing Vehicle/Equip.	Requested Replacement Vehicle/Equip.	Additional Justification Details
Public Works - Wastewater	733	Chevy 3500 HD	Chevy Silverado 4500 HD	Capability to pull the 20,00lb Vac Trailer. Unit 733 is used every day to haul necessary equipment and materials, and staff to locations each day. Unit is used for water main breaks, sewer main breaks, and service repairs.
Public Works - Water	560	Chevrolet Colorado	Chevy Colorado	This vehicle is used daily by meter technicians for routine daily maintenance, including meter reading, installations, and repairs. Timely replacement ensures continued reliability and availability for these essential operations. Current vehicle mileage is 97,439.
Public Works - Water	693	Chevy Silverado 1500	Chevy Colorado	This vehicle is used daily by meter technicians for routine daily maintenance, including meter reading, installations, and repairs. Timely replacement ensures continued reliability and availability for these essential operations. Current vehicle mileage is 103,983 and Public Works is requesting to downsize vehicle as a full-size truck is not necessary for these duties and for consistency in the fleet.

FY26 VEHICLE/EQUIPMENT REPLACEMENTS

Department Name	Unit Number	Existing Vehicle/Equip.	Requested Replacement Vehicle/Equip.	Additional Justification Details
Public Works - Water	731	Chevy Silverado 2500	Chevy Silverado 1500	Unit 731 is used daily to transport staff, equipment, and materials to job sites and meetings. This request is to downsize from a 2500 to a 1500 series truck, as a heavy-duty vehicle is not necessary for supervisory tasks. The current vehicle has 92,989 miles. A 1500 series truck can still haul essential items—such as tools, ladders, and small trailers—while improving fleet efficiency.
Public Works - Water	734	Chevy 3500 HD	Chevy Silverado 4500 HD	This unit is used for critical tasks such as water main breaks, sewer main breaks, and service repairs. The vehicle currently has 60,108 miles. The requested replacement vehicle should include towing capability for the 20,000 lb Vac Trailer to ensure continued support of these essential operations.
Public Works - Street Maintenance	357	Ferguson Rubber Tire Asphalt Roller	Ford F-450	Public Works has been outsourcing large overlays and indicates that they do not have the demand for a unit of this nature. Additionally, alternative equipment that is more versatile is desired to fit the type of work we are performing which is generally smaller in nature.

Recommendations / Actions Requested

Approve Cooperative Purchasing Agreements with:

1. Rush Truck Centers of Texas, LP for the purchase of six units in the amount of $582,398.50
2. Austin Mack Haik Ford Lincoln for the purchase of five units in the amount of $260,995.50

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610

THE CITY OF
BURLESON
TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between RUSH TRUCK CENTERS OF TEXAS, LP **("Vendor")** and the **City of Burleson ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to multiple Agreements between the BUYBOARD **Cooperative Purchasing ("Cooperative Entity")** and Vendor, including but not limited to **Contract Nos.** 724-23, and 723-23, as amended, with respective expiration dates of 11/30/2026, and 11/30/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

FOUR (4) FORD AND TWO (2) PETERBUILT VEHICLES AS DESCRIBED IN ATTACHMENTS A-E.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of
FIVE HUNDRED EIGHTY-TWO THOUSAND, THREE HUNDRED NINTEY-EIGHT AND 50/100 DOLLARS ($582,398.50)
("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

☑ ***Single Purchase Contract*** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract-*** The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Multi-Year Contract***-The Term shall be for one (1) year(s) expiring on _____.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds $50,000 a performance bond is required. If the individual project price exceeds $100,000 both performance and payment bonds are required.

☐ ***Emergency Purchase*** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ ***Standard Addendum with the City of Burleson, Texas*** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 15TH day of SEPTEMBER 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

RUSH TRUCK CENTERS OF TEXAS, LP

By: Les Shaughnessy

Name: [illegible]

Title: RGM

Date: 9-23-2025

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT A

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Ford Model F-350 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-350 Reg Cab 4x4 Gas
BuyBoard Contract 724-23

		Total
Quantity		
Truck Price per Unit	$ 80,299.60	$ 80,299.60
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 80,299.60	$ 80,299.60
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 80,299.60	$ 80,299.60
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 80,299.60	$ 80,299.60

Sales Representative	Signature	Anthony Trueba (Printed Name)	8/18/25 (Date)
Purchaser	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	Signature	Printed Name	Date

Quote good until 10/1/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

Attachment B

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-450 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-450 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

		Total
Quantity		
Truck Price per Unit	$ 97,178.92	$ 97,178.92
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 97,178.92	$ 97,178.92
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 97,178.92	$ 97,178.92
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 97,178.92	$ 97,178.92

Sales Representative	Signature	Anthony Trueba (Printed Name)	8/18/25 (Date)
Purchaser	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	Signature	Printed Name	Date

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT C

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 Reg Cab 4x2 Gas, Dump body
BuyBoard Contract 724-23

		Total
Quantity		
Truck Price per Unit	$ 90,125.80	$ 90,125.80
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 90,125.80	$ 90,125.80
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 90,125.80	$ 90,125.80
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 90,125.80	$ 90,125.80

Sales Representative	Signature	Anthony Trueba (Printed Name)	8/18/25 (Date)
Purchaser	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	Signature	Printed Name	Date

Quote good until 10/1/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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Rush Truck Center, Dallas Light and Medium Duty
4000 Irving Boulevard
Dallas, TX 75247
214-631-2050

ATTACHMENT D

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

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VEHICLE INFORMATION

Year 2026 Make Ford Model F-550 Stock # TBD Serial # TBD

Additional Vehicle Details: 2026 Ford F-550 4x2 Diesel 169wb w/ Knapheide Body
Buyboard 724-23

		Total
Quantity		
Truck Price per Unit	$ 98,905.92	$ 98,905.92
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 98,905.92	$ 98,905.92
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 0.00	$ 0.00
Total Sales Price	$ 98,905.92	$ 98,905.92
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 98,905.92	$ 98,905.92

Sales Representative	Signature	Anthony Trueba Printed Name	8/18/25 Date
Purchaser	Signature	Printed Name / Title	Date
Accepted by Sales Manager or General Manager	Signature	Printed Name	Date

Quote good until 10/1/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

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[1] Includes subscription period for # of specified months. [2] Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. [3] Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. [4] Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

ATTACHMENT E

Rush Truck Center, Fort Worth
1480 NE Loop 820
Fort Worth, TX 76106
800-456-5229

Customer Proposal Letter

City of Burleson
725 SE John Jones Drive
Burleson 76028

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2026 Make Peterbilt Model 536 Stock # TBD Serial # TBD

Additional Vehicle Details: 2025 536 Peterbilt Cummins/Paccar 200 HP, Auto, 5-7 Yard Dump
Buyboard # 723-23

Quantity	2	Total
Truck Price per Unit	$ 107,594.13	$ 215,188.26
F.E.T. (Factory & Dealer Paid)	$ 0.00	
Net Sales Price	$ 107,594.13	$ 215,188.26
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	$ 350.00	$ 700.00
Total Sales Price	$ 107,944.13	$ 215,888.26
Trade Allowance (see DISCLAIMER Below)		
Deposit / Down Payment		
Unpaid Balance Due on Delivery	$ 107,944.13	$ 215,888.26

Sales Representative — Signature — Samuel Frost (Printed Name) — 8/18/25 (Date)

Purchaser — Signature — Printed Name / Title — Date

Accepted by Sales Manager or General Manager — Signature — Charles Roberts (Printed Name) — 8/19/25 (Date)

Quote good until 9/18/2025 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain any specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If a vehicle identified in this Proposal is not currently in Rush's stock at the time an order is placed by the Customer, Dealer reserves the right to change the vehicle price at any time to reflect any price increases imposed by the Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

(1) Includes subscription period for # of specified months. (2) Customer's use of RushCare Service is governed by the RushCare User Agreement located at https://www.rushtruckcenters.com/rushcare-user-agreement. (3) Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematic Service. (4) Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE--BUYBOARD

Send P.O.'s To: munisales@rushenterprises.com

Vendor	*RUSH TRUCK CENTER*	Date Prepared	*7/17/2025*
Contact for Vendor:	*COLTON KRUSE*	Phone	(830) 320-5219
End User:	*City of Burleson*		
End User Contact:	*Tray Gee*	Phone/Fax	*(817) 426-9838*
Product Description:	*Peterbilt 536 Dump*		

A: Base Price in Bid/Proposal Number:	728-23			Series:	536	$	74,765.00
B: Published Options(*Itemize Below*)							
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT	
Peterbilt	Frame & Equipemnt	$ 46.00		UTC-0002	Dump Body	$ 32,212.00	
Peterbilt	Front/Rear Axles & Equipment	$ -					
Peterbilt	Engine/Transmission & Equipment	$ 530.00					
Peterbilt	Tire & Wheels/Air & Trailer Equipment	$ -					
Peterbilt	Fuel Tanks/Battery Box & Bumper	$ -					
Peterbilt	Cab & Equipment	$ -					
Subtotal Column 1:	$ 576.00			Subtotal Column 2:	$ 32,212.00		
Published Options added to Base Price(*Subtotal of "Col 1" & "Col 2"*)						$	32,788.00
C: Subtotal of A + B						$	107,553.00
D: Non Published Options							
Gulf Highway Equipment 5/7 Yard Dump Body with Options	$ 191.13						
Subtotal Column 1:	$ 191.13			Subtotal Column 2:	$ -		
Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*)						$	191.13
E: Contract Price Adjustment (*If any, explain here*)							
F: Total of C + D +/- E						$	107,744.13
G: Quantity ordered	2	x				$	215,488.26
H: BUYBOARD Administrative Fee						$	400.00
I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)							
	$ -	x	1	$ -			
		x	1	$ -			
		x	1	$ -			
						$	-
J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)						$	215,888.26

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony D. McIlwain, Development Services Director**

MEETING: **August 18, 2025**

SUBJECT:

Consider and take possible action on an ordinance amending Chapter 34, Article VIII, of the Code of Ordinances regulating unattended clothing donation containers. (First Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

SUMMARY:

This proposed ordinance amends Code of Ordinances, Chapter 34, Article VIII, *Unattended Clothing Donation Containers.* The City's current ordinance is over twenty years old and not compliant with recent court decisions relating to charitable solicitations and First Amendment protection. Staff is proposing several requirements for larger donation containers, while providing an exemption for small donation boxes (e.g. blessing box, little library).

RECOMMENDATION:

Staff recommends that the Council approve the ordinance following its second reading.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

September 25, 2024: Staff provided a briefing to the Community Services Committee on unattended donation containers.

May 21, 2025: The Community Services Committee approved a motion to take the draft ordinance forward to the full Council.

August 4, 2025: The Council directed staff to bring the ordinance amendment forward for consideration and possible action.

REFERENCE:

City of Burleson, TX UNATTENDED CLOTHING DONATION CONTAINERS (ecode360.com)

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a
Fund: n/a
Account Description: n/a

STAFF CONTACT:

Tony D. McIlwain, AICP, CFM
Development Services
tmcilwain@burlesontx.com
817-426-9684

Donation Boxes and Containers

CITY COUNCIL: AUGUST 18, 2025

Previous Meeting Recap

- Staff provided a presentation to the City Council on August 4th regarding proposed changes to Chapter 34, Article VIII, which contains the city's regulating language relating to unattended donation containers.
- The current ordinance specifically prohibits unattended clothing donation containers.
- Initiated to prevent dumping and protect the aesthetic well- being of the community and promote the tidy and ordered appearance of properties.
- Ordinance is twenty years old and staff has seen a rise in the use of unattended donation containers for non-clothing items (e.g. books, food, etc.).
- Ordinance unlawful - prohibition violates freedom of Speech
- The draft ordinance amendment exempts small donation boxes.

Observed Problems

- Visual Clutter
- Overflowing contents
- Litter
- Graffiti
- Illegal dumping
- Placement in parking and landscape space, fire lane, etc.
- Lack of property owner consent



Sixth Circuit Court of Appeals

- April 6, 2015: Sixth Circuit Court of Appeals issued a decision, addressing the issue of whether a city ordinance banning outdoor, unattended charitable donation containers is constitutional the Court held that:

- Charitable donation containers were charitable solicitations entitled to First Amendment protection;

- That an ordinance banning charitable donation containers was content-based, so that strict scrutiny applied to a First Amendment challenge; and

- That the ordinance violated the First Amendment right to free speech.

Recommended Applicability and Definition

- Per the Committee's direction, staff is proposing several amendments for donation containers that provides an exemption for donation boxes (e.g. blessing box, little library) and will be in compliance with case law.
- <u>Applicability:</u>

The requirements of this chapter shall apply to all donation containers regardless of whether said containers were placed prior to the effective date of these regulations. No previously placed donation containers shall be granted any legally non-conforming rights under this chapter or any other chapter of this code. (*no non-conforming rights*)

Recommended Definitions

- **DONATION BOX**-Any unattended drop-off box, container, cabinet, or other receptacle that is intended as both a collection point as well as a point to receive or take donations of non-perishable foods, personal hygiene products, books, or other household items of personal property, the container of which has a volume of 40 feet or less.
- **DONATION CONTAINER**-Any unattended drop-off box, container, trailer or other receptacle that is intended for use as a collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, household items, or other salvageable items of personal property. Notwithstanding the foregoing, the term “Donation Container” does not include donation boxes.

Proposed Fee and Maintenance Requirements

- Permit required with Fee ($100) – one (1) year non-transferable
- Property owner written permission and acknowledgement holding property owner and operator jointly and severally liable for any violations
- donation box exemption (40 cubic feet or less)
- Site plan, description of the containers, detailed maintenance plan

- Collection schedule- including time of day
- Vehicular circulation plan
- Graffiti and litter abatement plan
- Decal permit on container and name/operator contact information on container
- Nonprofit operator: provide evidence of exemption status from IRS
- For – profit: provide active business tax certification

Donation Container Proposed Requirements

- Size Limitation- Donation containers shall have four (4) walls, a roof and a floor, shall not exceed the dimensions 512 cubic feet (8’w x 8’d x 8’h)- typical 8 yard dumpster.
- Not located in residential area and located 200 feet from residential area.
- No more than one per platted/unplatted lot; subject lot must contain an occupied building.
- Placement behind required building setbacks – e.g. front yard.
- Designed to withstand wind and element resistant, designed to not blow away.

Donation Container Proposed Requirements

- Designed to prevent people from entering inside container.
- Painted one solid color, trade dress color schemes or corporate logos will be allowed, No fluorescent colors.
- Cannot impede traffic, visibility triangle, pedestrian circulation, on-site circulation, fire lane, utility easement, landscape area.
- Cannot be located on parking space required to meet minimum parking requirements.
- Cannot impede the functioning of exhaust, ventilation, or fire extinguishing systems.
- Shall not be located closer that three hundred (300) feet from another container.

Donation Box Proposed Requirements

- The property owner of real property with a donation box shall keep the donation box and the real property situated under the donation box clean and free of trash, debris, broken glass, or excess donations.
- No more than one (1) donation box may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the center or office development shall be considered as if it is only one contiguous lot.
- Donation boxes shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

Maintenance and Enforcement suggestions

- The operator and property owner shall maintain, or cause to be maintained, the area within 25 feet of the donation collection box, free from any junk, debris, overflow items or other materials.
- The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance. (lien)

- Use nuisance notification and services for abatement area not maintained (one time notice)
- Unpermitted containers – property owner responsibility – issue citations
- Impoundment for no permit or received 2 notices of violation in the past 12 months
- Permit revocation
- Appeal for denial or revocation of permit

Exemptions

(a) Donation collection containers that are entirely enclosed within a principal building, or are accessory to a principal activity on a property owned or leased by the operator of the donation container, shall not require a permit, but must still comply with the remainder of the requirements in this chapter.

(b) **Exemption for Donation Boxes**

Notwithstanding any other provision of this ordinance, donation boxes that meet the following criteria shall be exempt from the permitting, registration, and placement requirements of this chapter:

1. The box has a volume of 40 cubic feet or less;
2. The box is located entirely on private property or public property with the consent of the property owner;
3. The box is maintained in a neat, clean, and orderly condition & does not obstruct pedestrian or vehicular traffic;
4. No more than one exempt box is placed per parcel or business location.

(c) The City reserves the right to revoke this exemption and require compliance with the ordinance if the box is found to cause a public nuisance, blight, or otherwise violates applicable health, safety, or zoning codes.

Exemption of Small Donation Boxes

16 ft^3

Centennial Park
1100 Scarlet Sage



20 ft^3

Warren Park
301 SW Johnson



6 ft^3

Impact Life Church
601 SW Alsbury



11 ft^3

Renfro One Stop
1465 E Renfro



30 ft^3

Victory Family Church
455 NW John Jones



Recommendation

- Following the second reading of the ordinance, staff recommends the Council approve the amendments to Chapter 34, Article VIII.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 34, "ENVIRONMENT," BY REPEALING ARTICLE VIII, "UNATTENDED CLOTHING DONATION CONTAINERS," IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE VIII, "DONATION CONTAINERS AND DONATION BOXES," REGULATING DONATION CONTAINERS AND DONATION BOXES, INCLUDING PERMIT AND DECAL REQUIREMENTS, GENERAL, SERVICE, AND MAINTENANCE REQUIREMENTS, ENFORCEMENT METHODS, EXEMPTIONS, AND ADOPTING AN APPEAL PROCESS; AMENDING THE FEE SCHEDULE ORDINANCE CSO #5565-09-2024; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City Council desires to enact comprehensive regulations addressing the placement, operation, and use of donation containers and donation boxes in the City to control negative externalities resulting from the use of said donation containers and boxes; including but not limited to the accumulation of used, broken, or soiled items that constitutes trash, rubbish, or junk; broken, unsightly, or dangerous donation containers or boxes; hazards to pedestrians, motor vehicle users, and others due to the placement of donation containers or boxes; and negative impacts on property values and the health, safety, and welfare of the community; and

WHEREAS, the donation containers and boxes are visual blight, and that blight diminishes the aesthetics of the City while also causing a negative impact on property value in the City; and

WHEREAS, the increase in the number of persons or entities desiring to collect clothing and household products for profit or charitable purposes has led to the proliferation of donation containers and boxes in various areas of the City; and

WHEREAS, the inability of landowners to accurately identify the owners of these donation containers has resulted in decreased accountability on the part of donation container owners; and

WHEREAS, the absence of identifying information makes it difficult or impossible for the City, property owners, or local citizens to contact donation container operators about items placed outside of the container, broken glass, or other concerns; and

WHEREAS, the placement of donation containers or boxes on property without permission from the property owner constitutes a trespass of private property; and

WHEREAS, the failure to properly empty and to clean in and around donation containers or boxes creates an unsightly and littered appearance near said containers; and

WHEREAS, the placement of discarded clothes and other household items outside of the donation containers or boxes leads to rummaging of items, which causes scattering and litter and may defeat the donor's intent; and

WHEREAS, the trash and debris present around unkempt donation containers or boxes invite illegal dumping under the guise of charitable solicitation and recycling; and

WHEREAS, the presence of broken glass and other sharp objects provide a threat to the general public wishing to access donation containers or boxes and other pedestrians walking on or near the property containing donation containers or boxes and provides a threat to the tires of vehicles using parking lots where donation containers or boxes are placed; and

WHEREAS, it is the intent of the City Council that the City recover all reasonable costs incurred in the performance of its governmental functions, including expenses associated with the permitting, inspection, and impounding of donation containers; and

WHEREAS, the City Council desires to amend Article VIII; and

WHEREAS, the City Council passed an ordinance on September 12, 2022, which, among other things, provided a fee schedule that contained a list of all fees charged by the City (save and except water and wastewater impact fees, trash, recycling, and garbage collection rates, and impact fees which are wholly contained in a separate ordinances); and

WHEREAS, City Council finds that regulating the placement, proximity, and use of donation containers and boxes is necessary for the health, safety, and welfare of the general public; the promotion of consistent land use development; and the protection of landowners and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

SECTION 1.
AMENDMENT

Chapter 34, “Environment,” of the Code of Ordinances, City of Burleson, Texas, is hereby amended by amending Article VIII “Donation Containers and Donation Boxes,” to read as follows:

“ARTICLE VIII **DONATION CONTAINERS AND DONATION BOXES**

§ 34 - 326 **Definitions.**

DONATION BOX

Any drop-off box, container, cabinet, or other receptacle that is intended as both a collection point as well as a point to receive or take donations of non-perishable foods, personal hygiene products, books, or other household items of personal property, the container of which has a volume of 40 cubic feet or less.

DONATION CONTAINER

Any unattended drop-off box, container, trailer or other receptacle that is intended for use as a collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, household items, or other salvageable items of personal property. Notwithstanding the foregoing, the term “Donation Container” does not include donation boxes.

§ 34 – 327 **Applicability.**

The requirements of this chapter shall apply to all donation containers and donation boxes regardless of whether said containers were placed prior to the effective date of these regulations. No previously placed donation containers or donation boxes shall be granted any legally non-conforming rights under this chapter or any other chapter of this code.

§ 34 -328 **Donation container permit and decal required.**

(a) It shall be unlawful for any person to place or maintain, or allow to be placed or maintained, any donation container within the jurisdiction of the city without having first secured and affixed to the donation container a permit and decal in compliance with the provisions of this chapter. Obtaining the permit shall be a condition precedent to placing or maintaining the donation container.

(b) It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the jurisdiction of the city to authorize or allow any donation container to be placed on or remain on such real property without a valid permit and decal in compliance with the provisions of this chapter.

(c) Permit Fee

(1) Any person, organization, or entity seeking a permit under this section shall file an application on a form to be furnished by the city containing the following information:

a. Applicant's name, business/organization name, and business/organization address, phone number, website (if applicable), name of responsible party, and email address for responsible party;

b. Description of the donation container, including drawing(s), size, design, and construction material, to be covered by the permit;

c. Copy of a site plan showing the proposed location of the donation container on the lot, including any screening or landscaping proposed;

d. The donation container permit application shall have a detailed maintenance service plan for each donation container. The operator of each donation container shall be responsible for collecting the contents of the donation container to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan; and

e. If the applicant is not the owner of the property upon which the donation container is to be placed, a notarized affidavit from the property owner indicating written consent for placement and operation of the donation container on the property, and acknowledgement that the property owner and donation container operator shall be joint and severally liable for any violations of this section.

(2) Any permit issued pursuant to this section shall be valid for one (1) calendar year from issuance, unless it is suspended or canceled earlier. Applicants must re-apply for any renewal(s) of previously issued permits. A permit is required for each individual donation container.

(3) Any permit issued pursuant to this section shall automatically expire if the permit holder removes the donation container from its permitted location, or the property owner(s) request that the donation container be removed from the property.

(4) Any permit issued pursuant to this section is not assignable or transferrable under any circumstances.

(5) For nonprofit operators, evidence that the nonprofit is recognized by the Internal Revenue Service as such.

(6) For for-profit operators, proof of an active business tax certificate.

(7) The fee for the donation container Permit will be $100.

§ 34 -329 **Donation Container general requirements.** For purposes of this provision, there is a presumption the donation container was placed or maintained at the location by the operator and property owner.

(a) Donation containers shall not be located within any residential zoning district.

(b) No donation container shall be permitted to be placed or remain placed within two hundred (200 feet) from a residential dwelling use district. Said distance shall be measured from a donation container to a residential lot line.

(c) Donation containers shall have four (4) walls, a roof and a floor, and shall not exceed 512 cubic feet the dimensions of 8’ width x 8’ depth x 8’ height.

(d) Donation containers shall be of adequate weight to withstand typical weather conditions as to not be moved within a parking lot by wind and must be built substantially enough so as to not pose any public threat.

(e) Donation containers shall be safely designed in a manner that prevents tipping over and prevents adults or children from entering inside the box. The donation collection container(s) shall be of the type that are enclosed by use of a receiving door and locked so that the contents of the container(s) may not be accessed by anyone other than those responsible for the retrieval of the contents.

(f) Each clothing donation container shall have valid name, phone number, email address and website (if applicable) of the clothing donation container permit holder and/or operator legibly written in two (2) inch letters and numbers so that the general public who wishes may contact said organization at any time.

(g) Notice to donators. Each donation container shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation container. The size of lettering for the notice shall be written in at least two (2) inch letters in height.

(h) Each donation container shall be painted one (1) solid color. Trade dress color schemes or corporate logos will be allowed. No fluorescent colors shall be used for a donation container or its associated signage.

(i) Donation containers shall be located behind the required building line setbacks.

(j) Donation containers shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

(k) Donation containers shall not be located in any required landscape required area.

(l) Donation containers shall not be located in any fire lane.

(m) Donation containers shall not be located in any parking space required to meet the minimum parking requirements for a site.

(n) Donation containers cannot impede the functioning of exhaust, ventilation, or fire extinguishing systems.

(o) Donation containers shall not be located in any platted or dedicated access easement.

(p) No more than one (1) donation container may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the administrator shall treat the center or office development as if it is only one contiguous lot.

(q) Donation containers shall only be placed on a lot which contains an occupied building.

(r) Donation containers shall not be located closer than three hundred (300) feet from another container.

§ 34 -330 **Donation Box requirements.**

(a) A donation box shall be properly maintained and comply with the following regulations:

(1) The property owner of real property with a donation box shall keep the donation box and the real property situated under the donation box clean and free of trash, debris, broken glass, or excess donations.

a. The real property owner that fails to maintain the cleanliness of the donation box and surrounding real property may receive a notice of violation from the city. If the city elects to send a notice of violation to the address of the property owner as shown on the most recently approved municipal or county tax roll, the property owner shall have twenty-four (24) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the city.

(2) No more than one (1) donation box may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the center or office development shall be considered as if it is only one contiguous lot.

(3) Donation boxes shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

§ 34- 331 **Donation container service and maintenance requirements.**

(a) Donation container and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation container shall keep the real property situated within twenty-five (25) feet of the location of a donation container clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation container operator and the real property owner, property owner's designated agent, property manager, or property's lawful occupant listed on the permit application shall be jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the donation container and the cleanup and removal of any donations left on the property outside of the donation container.

(3) A donation container operator or the real property owner, property owner's designated agent, property manager, or property's lawful occupant listed on the permit application that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the city. If the city elects to send a notice of violation to the email address on file for the operator, the operator shall have twenty-four (24) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the city. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation container is subject to revocation of the approval for such donation container.

§ 34-332 **Enforcement.**

(a) The city shall have the authority to abate any property in violation of this article that is deemed a public nuisance under the procedures contained in Article II, "Public Nuisances," of Chapter 34, "Environment," of the Code of Ordinances, City of Burleson, Texas, as amended. This provision does not exclude or limit the use of any other provision

in this chapter, the Code of Ordinances, City of Burleson, Texas, or the laws of the State of Texas.

(b) The registrant, owner, agent, lessee or any other person in control of the property where the donation collection container is located and the person or entity which owns, maintains, or operates the donation collection container shall be jointly liable.

(c) Any person who violates any provision of this article is guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars ($500.00). However, a fine for the violation of a provision of this chapter that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed two thousand dollars ($2,000.00). Each day that an unmitigated violation of this article is committed, continued, or permitted shall constitute a separate, punishable offense. A violation of this article includes, but is not limited to:

(1) Unpermitted placement of a donation container;

(2) Failure to service a donation container or donation box as required under this article; or

(3) Placing a donation container or donation box on the premises of another person without that person's consent.

(d) Any donation container located within the city that does not have a current, valid permit or any permitted donation container that has received more than two notices of violation from the city in the past twelve (12) months shall be subject to impoundment by the city. Any donation container impounded by the city will be released to the owner upon payment of all actual costs incurred by the city for the impoundment and storage fees of twenty dollars ($20.00) per calendar day of storage. If a donation container is impounded for longer than fifteen (15) calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

§ 34-333 **Revocation of donation container permit.**

(a) The Development Services Director or his/her designee shall revoke a donation container permit if the Development Services Director or his/her designee determines that the permit holder has:

(1) Given false or inaccurate information on the application for a donation container permit or in a hearing concerning the donation container permit; or

(2) Violated the provisions of this article.

§ 34-334 **Appeal.**

Appeal from denial or revocation of donation container permit.

If the Development Services Director or his/her designee denies or revokes a donation container permit, the city shall give notice by personal service or by certified mail, return receipt requested, to the applicant or permit holder. The applicant or permit holder may appeal the decision to deny or revoke by filing written notice with the Development Services Director or his/her designee, within five (5) days after receipt of notice. The Development Services Director or his/her designee shall mail, or cause to be personally delivered, written notice of the time and place of the hearing to the person appealing. The notice shall be mailed to the address specified in the notice of appeal

form. The building codes and standards board shall conduct a hearing and shall decide on the basis of a preponderance of the evidence presented at the hearing. The decision of the building codes and standards board shall be final.

SECTION 2.

The Fee Schedule previously passed in Ordinance CSO #5565-09-2024, as amended, is amended to include the permit fees established in Section 1 of this Ordinance.

SECTION 3.
CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Burleson, 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 4.
SEVERABILITY CLAUSE

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

SECTION 5.
RECITALS INCORPORATED

The findings and recitals set forth above in the preamble of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 6.
PENALTY CLAUSE

Any person, firm, association of persons, corporation, or other organization who violates any provision of this Ordinance is guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars ($500.00). However, a fine for the violation of a provision of this Ordinance that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed two thousand dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.
SAVINGS CLAUSE

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

SECTION 8.
PUBLICATION

The City Secretary of the City is hereby directed to publish at least twice in the official newspaper of the City of Burleson, the caption and the penalty clause of this Ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 9.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED the _____ day of _____, 20_____.

First Reading: the _____ day of _____, 20_____.

Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Randy Crum, Technical Services Captain**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a ten-year contract with Axon Enterprise Incorporated to purchase in-car camera, body-worn camera, taser, drone, software, services and products through a cooperative purchasing agreement with BuyBoard in the amount of $7,321,846.58. *(Staff Contact: Randy Crum, Police Captain)*

SUMMARY:

The Burleson Police Department requests the Council's support on a Cooperative Purchase Agreement with Axon Enterprise, Inc. through Buyboard Contract No. 743-24 for: modification of existing contracts originating from quotes #Q-471031, #Q-477027, #Q-480748, #Q-514968, #Q-537318, #Q-561060, #Q-564162, #Q-564163, #Q-574290, #Q-612355, and #Q-637849 into a new ten-year agreement. The new agreement combines all Axon contracts spread across three city departments into a single service contract that includes significant discounting along with bundled products, software, and services.

As part of the bundled product and services, the city will receive the following hardware and software: three (3) Skydio X10 drones, three (3) Skydio docks for X10, drone hardware refresh, 1 Dedrone rapid response trailer with short-range radar, 1 Dedrone fixed site radar/sensors, Axon Records, My90, Axon AI, unlimited third-party storage, virtual reality platform, and Fusus Pro+ package.

Moving to this 10-year agreement allows the city to secure current market pricing and price stability for the long term along with additional hardware, regularly scheduled hardware refreshes, and software and updates over the life of the agreement.

RECOMMENDATION:

Staff recommends approving as presented.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

City Council Input: July 6, 2023, July 24, 2023, August 15, 2023.
City Council Regular Meeting: August 21, 2023, September 9, 2024, October 21, 2024, and May 19, 2025.

City Council Public Safety Committee: June 18, 2025.

City of Burleson is in the second year of a five-year service agreement for the PD with Axon Enterprises, Inc.

REFERENCE:

CSO#5190-08-2023

FISCAL IMPACT:

Proposed Expenditure/Revenue: Expenditure $7,321,846.58 over 10 years
Account Number(s): 6108001-63506; 1012201-61516; 1014004-61510

STAFF CONTACT:

Randy Crum
Technical Services Captain
rcrum@burlesontx.com
817-426-9915

THE CITY OF BURLESON TEXAS

Axon

Chief Billy Cordell

September 15, 2025

Axon Proposal

- **10-year agreement locks in pricing**
  - Includes “non-appropriation clause”
  - Includes access to additional products and updates

- **Based on a threshold of 100 body-worn cameras (BWC)**
  - BPD- 90 BWCs, FD- 2 BWCs, and Animal Services- 4 BWCs
  - Add 4 BWC’s to accommodate 1 shortage in PD and future staffing
    - F26 Supplementals adds- 1 FD BWC, 1 PD BWC
  - BFD is considering BWC’s for their paramedics

All Axon Contracts with City of Burleson

Contracts **	Contract Total Cost	Per Year Cost	Terms (Months)	Start Date	End Date
PD BWCs	$ 1,238,449	$ 247,690	62	11/1/2023	10/31/2028
PD In-Car Cameras	699,349	139,870	60	5/1/2024	4/30/2029
PD Tasers	330,476	66,095	60	3/1/2024	2/28/2029
PD Tasers (2nd order)	48,026	12,007	48	3/1/2025	2/28/2029
PD Tethered Drone	72,818	14,563	60	1/13/2025	1/12/2030
PD Axon Air	37,395	9,349	51	11/1/2024	1/31/2029
PD Evidence.com Lic	37,015	9,254	48	11/1/2024	10/31/2028
ACO BWCs	17,514	3,072	60	12/1/2024	11/30/2029
FD BWCs	13,225	2,645	60	3/15/2024	3/14/2029
FD Tasers	9,749	1,946	60	10/1/2024	9/30/2029
Total:	**$ 2,504,016**	**$ 506,490**			

** ***Blue Ink*** *contracts were originally proposed to be consolidated into a 10 year Contract while* ***Black ink*** *were not*

AI at BPD

- BPD has used Axon AI since fall of 2023
  - BWC/In-Car video-to-text transcription
  - Video/Document redaction software
  - Automatic License Plate Readers (ALPR)
- AI for Facial Recognition
  - Utilized Clearview AI since December 2023
  - Helps Identify unknown suspects in crimes
- Priority Dispatch 911 Call-Taking Training since Summer of 2023
  - Interactive AI voice-bot that impersonates 911 caller to train dispatchers on classifying medical calls correctly (Emergency Medical Dispatch – EMD)
- Flock Safety Cameras (ALPR) since January 2023

Drones as First Responder / Dedrone

- Public-facing Law Enforcement (LE) Drone Transparency Dashboard
  - Allows for tracking and reporting of all drone flights

- Three - Skydio X10 Drones (Drone as First Responder- Hive)
  - Fully Autonomous Deployment – Roof-top Dock
  - Operates Beyond Visual Line of Sight (BVLOS) - No observer required
  - Built-in AI to navigate terrain & obstacles
  - Low-light/FLIR capability – Night Operations – Fire Hotspot Detection

- Dedrone (Airspace Deconfliction & Unauthorized Drone Tracker)
  - Includes Radar, Cameras, RF Sensors, and Mobile Special Event Trailer

Efficiency

We believe these platforms will improve our efficiency

- Axon *Draft One* AI feature uses officer BWC transcript and formats the information into a report template
- Axon *Form One* will use BWC transcripts to complete commonly used forms
- Axon *Brief One* will summarize data & case info individually and holistically
- Report templates for affidavits, arrests, incidents, etc.
- All imported policies laws, and ordinances can be searched through AI


AXON
19 BTX 12
BURLESON
TEXAS
BURLESON

Axon + Burleson PD: Empowering Real-Time Public Safety

Innovating for Real-Time Response, Officer Safety, and Community Protection

Drone as First Responder (DFR)

- **Faster Response, Safer Outcomes**: DFR programs reduce response times and provide critical aerial intel before officers arrive.
- **Real-Time Eyes on Scene**: Integrated with Axon Respond, drones stream live video to command staff and field units.
- **De-escalation Through Awareness**: Early intel helps determine the appropriate response—often reducing the need for force.

Axon Fusus

Unified Real-Time Operations: Axon Fusus integrates video, sensor, and location data from public and private sources into a single real-time platform.
Enhanced Situational Awareness: Enables command staff to monitor live incidents, track units, and coordinate faster, more informed responses.
Community-Connected Intelligence: Securely connects city cameras, drones, and third-party systems to support proactive policing and transparency.



“In our pursuit of ethical and inclusive product development, we always aim to make the ‘right things’ easier and the ‘wrong things’ harder.”

Jeff Kunins, Chief Product Officer of Axon

Responsible AI at Axon

HUMANS ARE ALWAYS IN THE LOOP	Enhance efficiency and effectiveness without removing crucial human decision-making during critical moments.
DESIGNED WITH AN ETHICAL LENS	We partner with our EEAC and other stakeholders to build rigorous tests and feedback loops that help mitigate bias and ensure equity and reliability.
PURPOSE-BUILT FOR PUBLIC SAFETY	Integrate AI seamlessly into existing operations, driving innovation while mitigating risks and supporting the practical realities of policing.

Summary: Consumer AI vs Axon AI

Consumer AI	Axon AI
Designed to be used for anything	Designed and tested specifically for Public Safety
Your data could be used in multiple ways	Your data remains securely within your walls
Creative speculations can lead to hallucinations	Creativity tuned down to reduce hallucinations
Sometimes reminds humans to review	Requires humans to review and approve
Requires manual upload of data	Integrated with the Axon Ecosystem
No testing or safeguards on law enforcement specific use cases	Rigorously tested for accuracy and bias using data representative of law enforcement scenarios

Neighboring Agency Statistics

Reported Time Savings

March 2025 – 30 surveys answered

Reported saving 19.16 minutes per report for a total of 574.8 minutes (**9.58 hours**) saved

Saved 67.82 minutes per officer

April 2025 – 86 surveys answered

Reported saving 23.02 minutes per report for a total of 1,979.72 minutes (**32.99 hours**) saved

Saved 228.79 minutes (3.81 hours) per officer

May 2025 – 49 surveys answered

Reported saving 23.46 minutes per report for a total of 1,149.5 minutes (**19.15 hours**) saved

Saved 139.43 minutes (2.32 hours) per officer

Total Time Savings Since Implementing Draft One

3,704.06 minutes (61.73 hours) saved

Axon Assistant

Respond smarter with real-time information

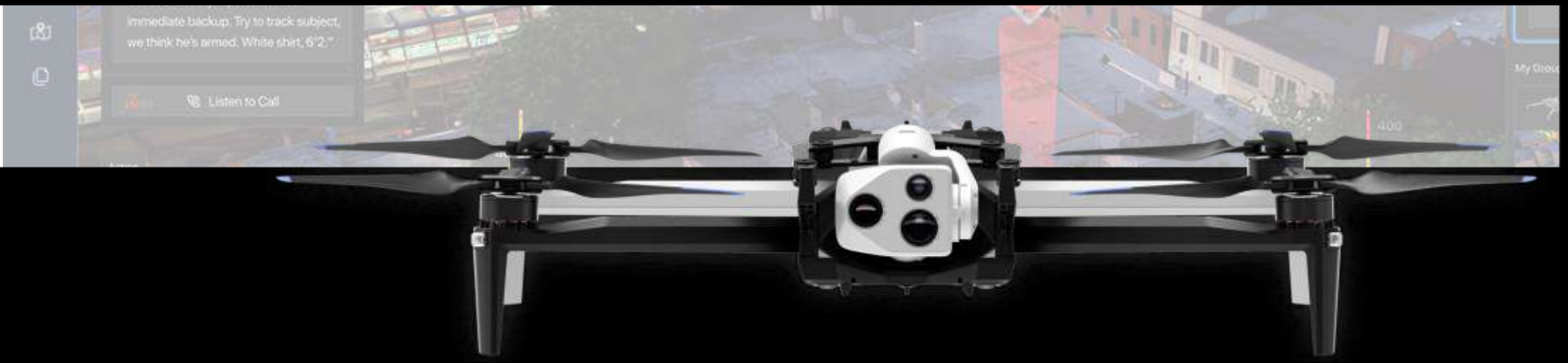


AVAILABLE Q2

Intuitive AI Assistant on BWC
Provides first responders with the info they need, when and where they need it, by placing the power of AI right on their vest

Keep eyes on the scene
Push-to-talk interface allows officers to keep their eyes up, instead of down on a phone screen

Real-Time Translation available now
More skills planned in the future – General Q&A (Q2), Policy Chat access (Q4), and more



AXON AIR | DFR

Public safety's premier Drone as First Responder solution

Axon Air | DFR : A complete tech stack



Skydio X10
State-of-the-art autonomous drone designed specifically for first responders



Skydio Dock for X10
24/7 fully autonomous DFR missions with unmatched reliability



DedroneBeyond
Integrated solution for airspace awareness, deconfliction and BVLOS operations



Axon Evidence
Automated evidence offload with unlimited storage option for drone footage



Axon Respond
Real-time live-streaming, alongside body-worn and in-car cameras

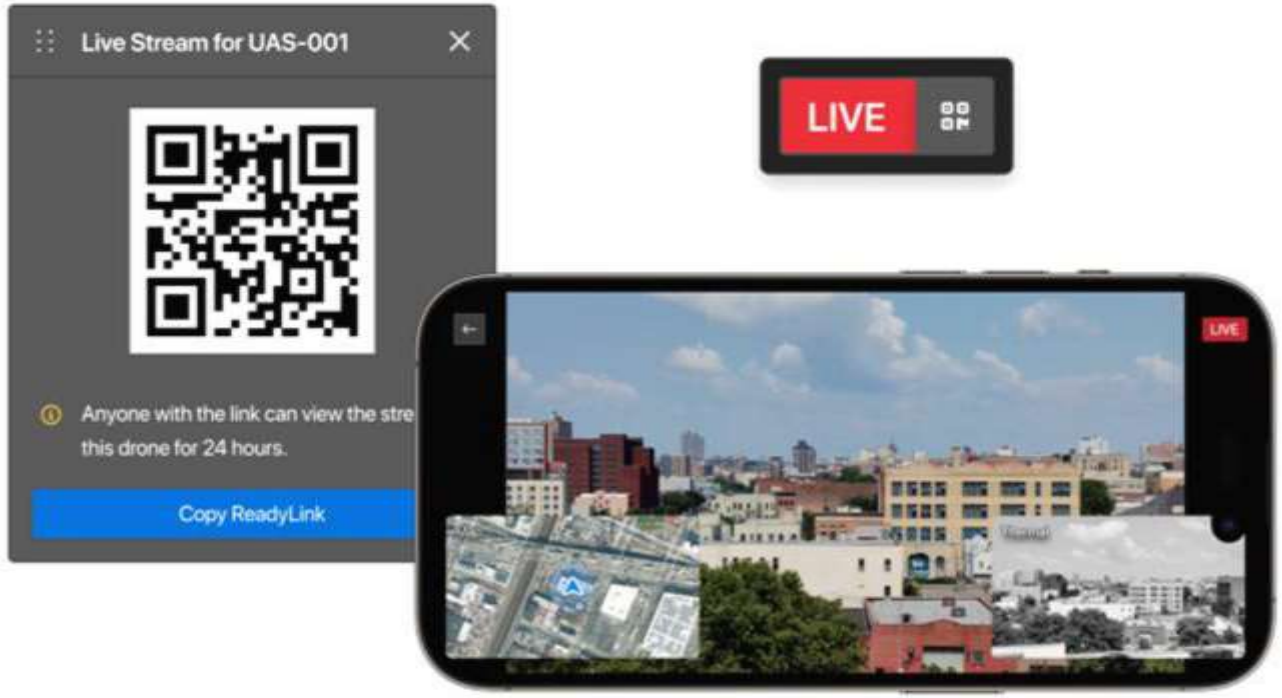


Axon Fusus
Seamless integration into the Fusus Real-Time Crime Center Platform

Contains Confidential Information of Axon — DO NOT DISTRIBUTE

Instant Video Sharing & Collaboration

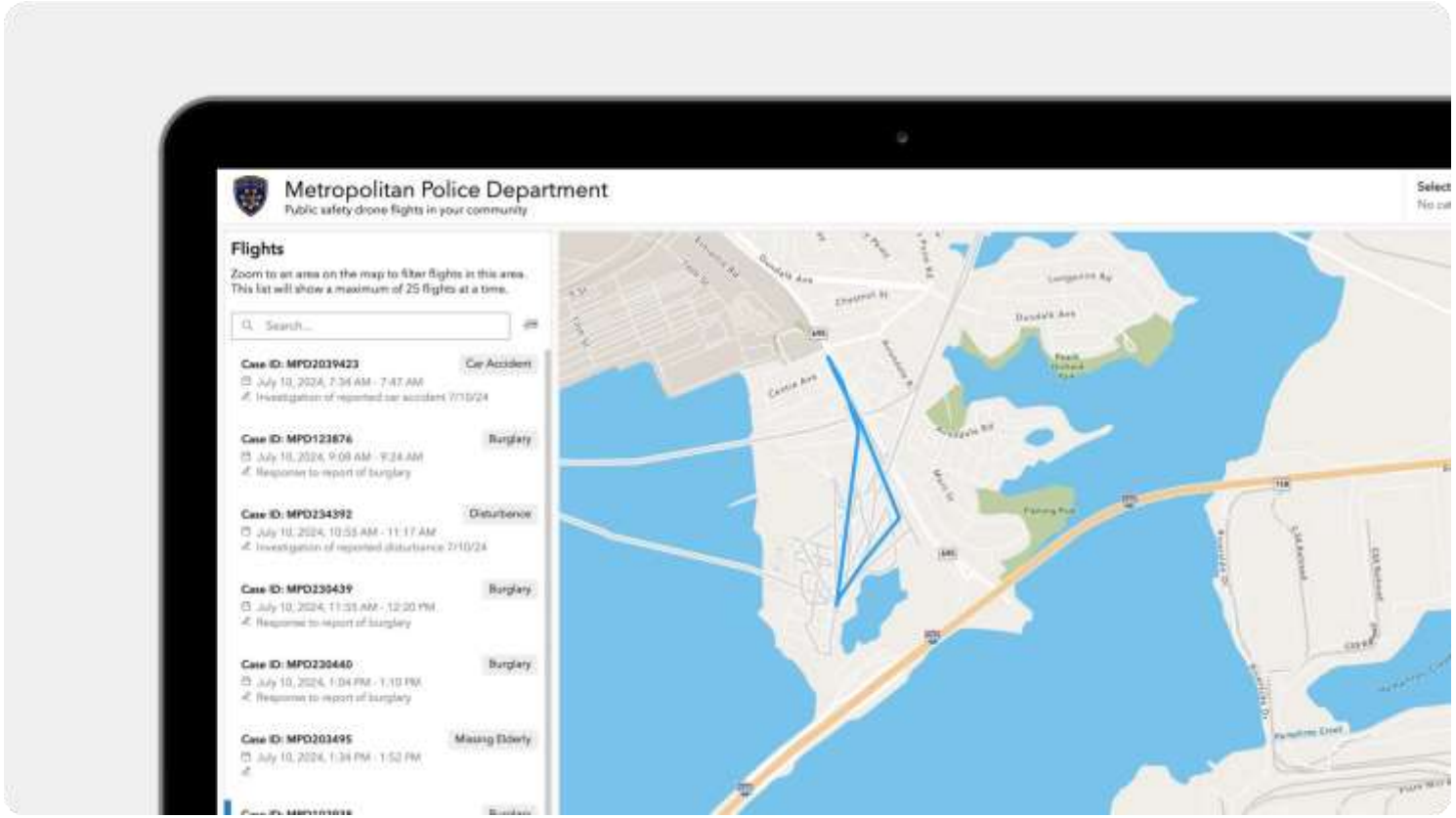
- One-tap “ReadyLink” for live streaming
- Common operating picture
- Compatible with multiple platforms
- Real-time video to right personnel



Contains Confidential Information of Axon — DO NOT DISTRIBUTE

Building Trust Through Transparency

- Public-facing Transparency Dashboard
- Agency control over shared information
- Customizable flight detail sharing
- Flight date, time, and purpose displayed
- Map view with flight telemetry



Contains Confidential Information of Axon — DO NOT DISTRIBUTE

Axon Fusus

- Unified real-time crime center (RTCC) in the cloud
- Single operating picture / pane of glass
- Consolidated view of all agency data streams
- Automated alerts and resource deployment
- Enhanced inter-agency collaboration
- Streamlined evidence management
- Technology-agnostic for flexible implementation





AXON VR SIMULATOR TRAINING

FOUR PRODUCTS, ONE SOLUTION



COMMUNITY ENGAGEMENT TRAINING

Develop skills, empathy, and de-escalation tactics for engaging with victims in crisis and individuals experiencing a mental health episode.



vRBT LIVE ACTION

Enhance rapid decision-making skills in realistic, high-stress calls for service to effectively prepare trainees for complex real-world scenarios.



SIMULATOR TRAINING: RANGE SKILLS

Hone handgun and TASER energy weapon skills, including target assessment, speed, accuracy and confidence under stress.



SIMULATOR TRAINING: vRBT

Apply tactical, communication, and decision-making skills in dynamic **scenarios that replicate real-world stress** and evolving threats.

Burleson PD

Early Contract Renewal & Upgrade

This package includes:

	Proposed Tech
Number of Contracts	1
Body Worn Cameras	AB4: 100
Evidence.com Licenses	Pro: 118
Fusus	
Four BWC Hardware Upgrades	
Unlimited Axon Storage	
Auto Tagging	
Performance	
Respond+ (Livestreaming)	
Signal Sidearm	
Redaction Assistant	
3rd Party Video Playback	
Standards Licenses	
My90 Engagement Surveys	
Virtual Reality	
Transcription & Dictation	
Unlimited 3rd Party Storage	
Axon DFR (x3)	
DFR Hardware Refresh	
Dedrone by Axon	
Axon AI	
All Future AI	

AI References in Texas

- Alief ISD Police Dept. - TX
- Laredo Police Dept. - TX
- Limestone County Constable Pct. 2 - TX
- Albany Police Dept. - TX
- Loving County Sheriff's Office - TX
- Johnson County Sheriff’s Office – TX (2025)
- Frisco Police Department - TX
- Kaufman County Constable Pct. 2 - TX
- Denton Police Dept. - TX
- Richardson Police Department - TX
- Duncanville Police Department – TX (2025)
- Allen Police Dept. - TX
- Kaufman County Constable Pct. 2 - TX
- DeSoto Police Dept. - TX
- Killeen Police Dept. - TX
- Haskell County Sheriff's Office - TX
- Magnolia Police Dept. - TX
- Haskell County Sheriff's Office – TX
- Waxahachie Police Department – TX (2025)

Reference Material

- AI Ethics Video
- AI Customer Testimonial
- CEO Summit (RTCC and DFR)
- RTCC and DFR Customer Testimonial
- Cobb County Story (FUSUS)
- FUSUS
- Ethics Article

One Axon Contract Citywide with All Axon Enhancements

	All Existing Contracts	One New Contract	PD Offset	Difference
Year 1 / F26	$ 506,490	$ 606,490	$ (100,000)	$ -
Year 2 / F27	506,490	606,490	(100,000)	-
Year 3 / F28	506,490	606,490	(100,000)	-
Year 4 / F29 ***	756,143	606,490	(100,000)	(249,653)
Year 5 / F30 ***	762,005	606,490	(100,000)	(255,515)
Year 6 / F31 ***	762,005	857,879	(100,000)	(4,126)
Year 7 / F32 ***	762,005	857,879	(100,000)	(4,126)
Year 8 / F33 ***	762,005	857,879	(100,000)	(4,126)
Year 9 / F34 ***	1,089,593	857,879	(100,000)	(331,714)
Year 10 / F35 ***	1,097,816	857,879	(100,000)	(339,937)
Total:	**$ 7,511,043**	**$ 7,321,847**	**$ (1,000,000)**	**$ (1,189,197)**

*** *Axon estimated renewal costs*

Additional Savings with Consolidated Contract

- Additional savings realized with consolidating to one contract when compared to original proposal

	Original Proposal *Select Contracts* (Per Year)	New Proposal *All City Contracts* (Per Year)	Difference	% Change
Axon Proposals	$ 559,369	$ 731,765	$ -	
Remaining Contracts	234,481	-		
Per Year Total:	**$ 793,850**	**$ 731,765**	**$ (62,085)**	**-8%**



Questions/Comments

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-706085-45840JW

Issued: 07/02/2025

Quote Expiration: 09/23/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 114568

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Burleson Police Dept. - TX 1161 SW Wilshire Blvd Burleson, TX 76028-5718 USA	Burleson Police Dept. - TX 141 W Renfro St Burleson TX 76028-4261 USA Email:	Jerrod Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Wes Routson Phone: (817) 426-9947 Email: wroutson@burlesontx.com Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$7,321,846.58
ESTIMATED TOTAL W/ TAX	$7,321,846.58

Discount Summary

Average Savings Per Year	$610,726.94
TOTAL SAVINGS	$6,107,269.37

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$606,490.00	$0.00	$606,490.00
Oct 2026	$606,490.00	$0.00	$606,490.00
Oct 2027	$606,490.00	$0.00	$606,490.00
Oct 2028	$606,490.00	$0.00	$606,490.00
Oct 2029	$606,491.58	$0.00	$606,491.58
Oct 2030	$857,879.00	$0.00	$857,879.00
Oct 2031	$857,879.00	$0.00	$857,879.00
Oct 2032	$857,879.00	$0.00	$857,879.00
Oct 2033	$857,879.00	$0.00	$857,879.00
Oct 2034	$857,879.00	$0.00	$857,879.00
Total	**$7,321,846.58**	**$0.00**	**$7,321,846.58**

Quote Unbundled Price:	**$13,519,177.30**
Quote List Price:	**$8,568,180.10**
Quote Subtotal:	**$7,321,846.58**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($27,594.79)	($27,594.79)	$0.00	($27,594.79)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$280,440.97	$280,440.97	$0.00	$280,440.97
S00007	AXON AI - AI ERA LEADERS	100	120	$302.90	$178.89	$178.89	$2,146,680.00	$0.00	$2,146,680.00
B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	120	$643.13	$354.17	$283.34	$3,400,080.00	$0.00	$3,400,080.00
C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	120	$23.85	$48.02	$48.02	$489,804.00	$0.00	$489,804.00
Fleet3ARe	Fleet 3 Advanced Renewal	48	60	$232.57	$189.57	$117.63	$338,774.40	$0.00	$338,774.40
Fleet3ARe	Fleet 3 Advanced Renewal	48	60	$230.56	$189.57	$189.57	$545,961.60	$0.00	$545,961.60
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			$600.00	$0.00	$0.00	$0.00	$0.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8			$600.00	$0.00	$0.00	$0.00	$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			$5,000.00	$0.00	$0.00	$0.00	$0.00
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5			$2,000.00	$0.00	$0.00	$0.00	$0.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1			$4,000.00	$0.00	$0.00	$0.00	$0.00
101409	AXON FUSUS - CORE - LISTEN	1			$600.00	$0.00	$0.00	$0.00	$0.00
101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3			$28,268.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	100			$1,798.00	$35.96	$3,596.00	$0.00	$3,596.00
H00002	AB4 Multi Bay Dock Bundle	13			$1,638.90	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	120		$275.00	$275.00	$33,000.00	$0.00	$33,000.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	120		$64.22	$64.22	$38,532.00	$0.00	$38,532.00
ProLicense	Pro License Bundle	16	120		$54.52	$0.00	$0.00	$0.00	$0.00
BasicLicense	Basic License Bundle	2	120		$18.17	$18.01	$4,322.40	$0.00	$4,322.40
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			$30,000.00	$0.00	$0.00	$0.00	$0.00
101186	AXON VR - PSO - VIRTUAL	1			$2,000.00	$2,000.00	$2,000.00	$0.00	$2,000.00
100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1			$20,000.00	$20,000.00	$20,000.00	$0.00	$20,000.00
101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1			$46,250.00	$46,250.00	$46,250.00	$0.00	$46,250.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		$0.00	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	42		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$7,321,846.58**	**$0.00**	**$7,321,846.58**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	96	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	4	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	110	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	110	1	10/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	110	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	13	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	13	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	13	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	1280	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	600	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100126	AXON VR - TACTICAL BAG	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	100	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101294	AXON VR - TABLET	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101300	AXON VR - TABLET CASE	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101657	AXON AIR - DEDRONE RAPID RESPONSE HW KIT	1	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101739	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE HW KIT	1	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	10/01/2025
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	200	1	10/01/2025
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	1	10/01/2025
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	1	10/01/2025
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	1	10/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	10/01/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	10/01/2025
A la Carte	101409	AXON FUSUS - CORE - LISTEN	1	1	10/01/2025
A la Carte	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	430	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	420	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	04/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	04/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	04/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	04/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	103	1	04/01/2028
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	13	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	430	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	420	1	10/01/2029
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	4	1	10/01/2030
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	4	1	10/01/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	4	1	10/01/2030
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	4	1	10/01/2030
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	103	1	10/01/2030
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	13	1	10/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	48	1	10/01/2030
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	10/01/2030
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	4	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	4	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	4	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	4	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	103	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	13	1	04/01/2033
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	103	1	10/01/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	13	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	48	1	10/01/2035
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	10/01/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	100	11/01/2025	10/31/2035
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2	11/01/2025	10/31/2035
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	85	11/01/2025	10/31/2035
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	85	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100590	AXON MY90 - LICENSE	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101664	AXON AIR - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101697	AXON AIR - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101733	AXON AIR - DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101883	AXON AIR - DEDRONE BEYOND LONG RANGE RADAR SOFTWARE	3	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	20370	AXON VR - USER ACCESS - FULL VR	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73618	AXON COMMUNITY REQUEST	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73638	AXON STANDARDS - LICENSE	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73739	AXON PERFORMANCE - LICENSE	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	100	11/01/2025	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	48	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	48	11/01/2025	10/31/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	48	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	96	11/01/2025	10/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	48	11/01/2025	10/31/2035
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	11/01/2025	10/31/2035
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	11/01/2025	10/31/2035
A la Carte	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	11/01/2025	10/31/2035
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	48	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	48	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	48	11/01/2030	10/31/2035
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	96	11/01/2030	10/31/2035

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	100
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	85
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101682	AXON AIR - DEDRONE INSTALL SERVICES - PER DAY	2
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	100
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	48
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	48
A la Carte	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101922	AXON AIR - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3		
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	48	11/01/2025	10/31/2030
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	11/01/2025	04/30/2029
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	4	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100213	AXON VR - EXT WARRANTY - TABLET	4	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	3	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	100	10/01/2026	10/31/2035
BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	13	10/01/2026	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	10/01/2026	10/31/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	10/01/2026	10/31/2035

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2035
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	48	10/01/2031	10/31/2035
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/01/2031	10/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1161 SW Wilshire Blvd	Burleson	TX	76028-5718	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$1,927.66	$0.00	$1,927.66
Year 1	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$1,000.55	$0.00	$1,000.55
Year 1	101186	AXON VR - PSO - VIRTUAL	1	$100.05	$0.00	$100.05
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 1	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 1	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 1	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$2,313.77	$0.00	$2,313.77
Year 1	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 1	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$1,650.90	$0.00	$1,650.90
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 1	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$170,097.22	$0.00	$170,097.22
Year 1	BasicLicense	Basic License Bundle	2	$216.24	$0.00	$216.24
Year 1	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$24,503.64	$0.00	$24,503.64
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	48	$16,948.02	$0.00	$16,948.02
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	48	$27,313.05	$0.00	$27,313.05
Year 1	H00001	AB4 Camera Bundle	100	$179.90	$0.00	$179.90
Year 1	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 1	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 1	S00007	AXON AI - AI ERA LEADERS	100	$107,392.82	$0.00	$107,392.82
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$280,440.97	$0.00	$280,440.97
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($27,594.79)	$0.00	($27,594.79)
Total				**$606,490.00**	**$0.00**	**$606,490.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$3,305.88	$0.00	$3,305.88
Year 2	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$1,715.91	$0.00	$1,715.91
Year 2	101186	AXON VR - PSO - VIRTUAL	1	$171.59	$0.00	$171.59
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 2	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 2	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$3,968.05	$0.00	$3,968.05
Year 2	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 2	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$2,831.26	$0.00	$2,831.26
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 2	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$291,712.33	$0.00	$291,712.33
Year 2	BasicLicense	Basic License Bundle	2	$370.84	$0.00	$370.84
Year 2	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$42,023.09	$0.00	$42,023.09
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	48	$29,065.40	$0.00	$29,065.40
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	48	$46,841.17	$0.00	$46,841.17
Year 2	H00001	AB4 Camera Bundle	100	$308.52	$0.00	$308.52
Year 2	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 2	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 2	S00007	AXON AI - AI ERA LEADERS	100	$184,175.96	$0.00	$184,175.96
Total				**$606,490.00**	**$0.00**	**$606,490.00**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$3,305.88	$0.00	$3,305.88
Year 3	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$1,715.91	$0.00	$1,715.91
Year 3	101186	AXON VR - PSO - VIRTUAL	1	$171.59	$0.00	$171.59
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 3	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 3	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$3,968.05	$0.00	$3,968.05
Year 3	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 3	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$2,831.26	$0.00	$2,831.26
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 3	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$291,712.33	$0.00	$291,712.33
Year 3	BasicLicense	Basic License Bundle	2	$370.84	$0.00	$370.84
Year 3	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$42,023.09	$0.00	$42,023.09
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	48	$29,065.40	$0.00	$29,06

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	48	$46,841.17	$0.00	$46,841.17
Year 3	H00001	AB4 Camera Bundle	100	$308.52	$0.00	$308.52
Year 3	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 3	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 3	S00007	AXON AI - AI ERA LEADERS	100	$184,175.96	$0.00	$184,175.96
Total				**$606,490.00**	**$0.00**	**$606,490.00**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$3,305.88	$0.00	$3,305.88
Year 4	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$1,715.91	$0.00	$1,715.91
Year 4	101186	AXON VR - PSO - VIRTUAL	1	$171.59	$0.00	$171.59
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 4	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 4	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$3,968.05	$0.00	$3,968.05
Year 4	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 4	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$2,831.26	$0.00	$2,831.26
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 4	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$291,712.33	$0.00	$291,712.33
Year 4	BasicLicense	Basic License Bundle	2	$370.84	$0.00	$370.84
Year 4	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$42,023.09	$0.00	$42,023.09
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	48	$46,841.17	$0.00	$46,841.17
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	48	$29,065.40	$0.00	$29,065.40
Year 4	H00001	AB4 Camera Bundle	100	$308.52	$0.00	$308.52
Year 4	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 4	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 4	S00007	AXON AI - AI ERA LEADERS	100	$184,175.96	$0.00	$184,175.96
Total				**$606,490.00**	**$0.00**	**$606,490.00**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$3,305.89	$0.00	$3,305.89
Year 5	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$1,715.92	$0.00	$1,715.92
Year 5	101186	AXON VR - PSO - VIRTUAL	1	$171.59	$0.00	$171.59
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 5	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 5	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 5	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$3,968.06	$0.00	$3,968.06
Year 5	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 5	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$2,831.27	$0.00	$2,831.27
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 5	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$291,713.06	$0.00	$291,713.06
Year 5	BasicLicense	Basic License Bundle	2	$370.84	$0.00	$370.84
Year 5	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$42,023.20	$0.00	$42,023.20
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	48	$46,841.29	$0.00	$46,841.29
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	48	$29,065.47	$0.00	$29,065.47
Year 5	H00001	AB4 Camera Bundle	100	$308.52	$0.00	$308.52
Year 5	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 5	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 5	S00007	AXON AI - AI ERA LEADERS	100	$184,176.47	$0.00	$184,176.47
Total				**$606,491.58**	**$0.00**	**$606,491.58**

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,676.16	$0.00	$4,676.16
Year 6	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$2,427.16	$0.00	$2,427.16
Year 6	101186	AXON VR - PSO - VIRTUAL	1	$242.72	$0.00	$242.72
Year 6	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 6	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 6	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 6	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 6	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 6	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$5,612.80	$0.00	$5,612.80
Year 6	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 6	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$4,004.81	$0.00	$4,004.81
Year 6	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 6	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$412,626.52	$0.00	$412,626.52
Year 6	BasicLicense	Basic License Bundle	2	$524.56	$0.00	$524.56
Year 6	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$59,441.61	$0.00	$59,441.61
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	48	$41,112.94	$0.00	$41,112.94
Year 6	Fleet3ARe	Fleet 3 Advanced Renewal	48	$66,256.75	$0.00	$66,256.75
Year 6	H00001	AB4 Camera Bundle	100	$436.40	$0.00	$436.40
Year 6	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 6	ProLicense	Pro License Bundle	16	$0.00	$0.00	$

Oct 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	S00007	AXON AI - AI ERA LEADERS	100	$260,516.57	$0.00	$260,516.57
Total				**$857,879.00**	**$0.00**	**$857,879.00**

Oct 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,676.16	$0.00	$4,676.16
Year 7	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$2,427.16	$0.00	$2,427.16
Year 7	101186	AXON VR - PSO - VIRTUAL	1	$242.72	$0.00	$242.72
Year 7	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 7	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 7	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 7	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 7	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 7	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$5,612.80	$0.00	$5,612.80
Year 7	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 7	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$4,004.81	$0.00	$4,004.81
Year 7	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 7	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 7	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$412,626.52	$0.00	$412,626.52
Year 7	BasicLicense	Basic License Bundle	2	$524.56	$0.00	$524.56
Year 7	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$59,441.61	$0.00	$59,441.61
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	48	$66,256.75	$0.00	$66,256.75
Year 7	Fleet3ARe	Fleet 3 Advanced Renewal	48	$41,112.94	$0.00	$41,112.94
Year 7	H00001	AB4 Camera Bundle	100	$436.40	$0.00	$436.40
Year 7	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 7	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 7	S00007	AXON AI - AI ERA LEADERS	100	$260,516.57	$0.00	$260,516.57
Total				**$857,879.00**	**$0.00**	**$857,879.00**

Oct 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,676.16	$0.00	$4,676.16
Year 8	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$2,427.16	$0.00	$2,427.16
Year 8	101186	AXON VR - PSO - VIRTUAL	1	$242.72	$0.00	$242.72
Year 8	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 8	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 8	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 8	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 8	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0

Oct 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 8	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$5,612.80	$0.00	$5,612.80
Year 8	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 8	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$4,004.81	$0.00	$4,004.81
Year 8	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 8	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 8	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$412,626.52	$0.00	$412,626.52
Year 8	BasicLicense	Basic License Bundle	2	$524.56	$0.00	$524.56
Year 8	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$59,441.61	$0.00	$59,441.61
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	48	$41,112.94	$0.00	$41,112.94
Year 8	Fleet3ARe	Fleet 3 Advanced Renewal	48	$66,256.75	$0.00	$66,256.75
Year 8	H00001	AB4 Camera Bundle	100	$436.40	$0.00	$436.40
Year 8	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 8	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 8	S00007	AXON AI - AI ERA LEADERS	100	$260,516.57	$0.00	$260,516.57
Total				**$857,879.00**	**$0.00**	**$857,879.00**

Oct 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,676.16	$0.00	$4,676.16
Year 9	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$2,427.16	$0.00	$2,427.16
Year 9	101186	AXON VR - PSO - VIRTUAL	1	$242.72	$0.00	$242.72
Year 9	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 9	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 9	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 9	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 9	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 9	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$5,612.80	$0.00	$5,612.80
Year 9	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 9	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$4,004.81	$0.00	$4,004.81
Year 9	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 9	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 9	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$412,626.52	$0.00	$412,626.52
Year 9	BasicLicense	Basic License Bundle	2	$524.56	$0.00	$524.56
Year 9	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$59,441.61	$0.00	$59,441.61
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	48	$41,112.94	$0.00	$41,112.94
Year 9	Fleet3ARe	Fleet 3 Advanced Renewal	48	$66,256.75	$0.00	$66,256.75
Year 9	H00001	AB4 Camera Bundle	100	$436.40	$0.00	$436.40
Year 9	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 9	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 9	S00007	AXON AI - AI ERA LEADERS	100	$260,516.57	$0.00	$260,516.57
Total				**$857,879.00**	**$0.00**	**$857,879.00**

Oct 2034						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 10	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	5	$4,676.16	$0.00	$4,676.16
Year 10	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	$2,427.16	$0.00	$2,427.16
Year 10	101186	AXON VR - PSO - VIRTUAL	1	$242.72	$0.00	$242.72
Year 10	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	$0.00	$0.00	$0.00
Year 10	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	$0.00	$0.00	$0.00
Year 10	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 10	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	$0.00	$0.00	$0.00
Year 10	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Year 10	101409	AXON FUSUS - CORE - LISTEN	1	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 10	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1	$5,612.80	$0.00	$5,612.80
Year 10	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	3	$0.00	$0.00	$0.00
Year 10	12344	AXON AIR - FOTOKITE CONNECT LICENSE	1	$4,004.81	$0.00	$4,004.81
Year 10	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	48	$0.00	$0.00	$0.00
Year 10	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	$0.00	$0.00	$0.00
Year 10	B00051	BUNDLE - UNLIMITED PREMIUM WITH VR 10YR	100	$412,626.52	$0.00	$412,626.52
Year 10	BasicLicense	Basic License Bundle	2	$524.56	$0.00	$524.56
Year 10	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	85	$59,441.61	$0.00	$59,441.61
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	48	$41,112.94	$0.00	$41,112.94
Year 10	Fleet3ARe	Fleet 3 Advanced Renewal	48	$66,256.75	$0.00	$66,256.75
Year 10	H00001	AB4 Camera Bundle	100	$436.40	$0.00	$436.40
Year 10	H00002	AB4 Multi Bay Dock Bundle	13	$0.00	$0.00	$0.00
Year 10	ProLicense	Pro License Bundle	16	$0.00	$0.00	$0.00
Year 10	S00007	AXON AI - AI ERA LEADERS	100	$260,516.57	$0.00	$260,516.57
Total				**$857,879.00**	**$0.00**	**$857,879.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to

develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-471031, Q-477027, Q-480748, Q-514968, Q-537318, Q-561060, Q-564162, Q-564163, Q-574290, Q-612355, Q-637849

Agency is terminating those contracts effective 11/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $252,846.18

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-537318 - INUS293294 - 10/31/2024 - $9,253.68

Q-564163 - INUS296128 - 11/7/2024 - $9,348.81

Q-574290 - INUS258645 - 6/22/2024 - $493.97

Q-574290 - INUS324399 - 2/15/2025 - $493.96

Q-637849 - INUS320966 - 2/1/2025 - $16,497.36

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

7/2/2025

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Lisandra Leal, Assistant City Secretary**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action a resolution ratifying the appointments of chairpersons and vice-chairpersons of the City of Burleson Boards, Commissions, and Committees. *(Staff Contact: Lisandra Leal, Assistant City Secretary)*

SUMMARY:

The purpose of this item is to consider a resolution to ratify the appointments of chairpersons and vice-chairpersons of the City of Burleson Boards, Commissions and Committees.

Pursuant to Section 2-32 - Chairpersons; vice-chairpersons of the City of Burleson Code of Ordinances, each board, commission or committee must nominate from among its members a member to serve as chair and another member to serve as vice-chair. The city council shall ratify the chair and vice-chair prior to October 1 each year. The city council must continue to use the qualification for ratification of the chair and vice-chair in the enabling ordinance that created the board or commission. All chairpersons are appointed for a duration of one year and must be reappointed annually, but if not reappointed will continue to serve until a successor is appointed.

RECOMMENDATION:

Approve resolution.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Lisandra Leal
Assistant City Secretary
lleal@burlesontx.com
817-426-9687

City of Burleson Boards & Commissions Chair

PRESENTED TO THE CITY COUNCIL – SEPTEMBER 15, 2025

LISANDRA LEAL, ASSISTANT CITY SECRETARY

Chapter 2 Article II Section 2-32; Chairperson, Vice-Chairperson



Each Board, Commission, and Committee select from its members a Chair and Vice-Chair

• All Chairpersons and Vice-Chairpersons serve for 1 year and must be reappointed annually, but if not reappointed will continue to serve until a successor is appointed

• All Chairpersons and Vice-Chairpersons selection must be ratified by the City Council prior to October 1

• Council ratifies all Chairperson and Vice-Chairperson in an open meeting of the council by Resolution





Approve

Deny

Questions / Comments

Lisandra Leal
Assistant City Secretary
lleal@burlesontx.com
817.426.9687

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, RATIFYING THE CHAIRPERSONS AND VICE-CHAIR PERSONS OF THE BURLESON BOARDS, COMMISSIONS AND COMMITTEES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Burleson Code of Ordinances Chapter 2, Article II, Section 2-32 establishes the chairperson and vice-chairperson for all boards, commissions and committees of the city;

WHEREAS, City Council appoints members of the public to serve on various boards, commissions and committee; and

WHEREAS, appointed members nominate from among its members a member to serve as chair and another member to serve as vice-chair; and

WHEREAS, city council shall ratify the chair and vice-chair prior to October 1 each year, and

WHEREAS, all chairpersons are appointed for a duration of one-year and must be reappointed annually, and

WHEREAS, all chairpersons serve until their successor has been duly appointed and qualified; and

WHEREAS, all chairpersons have been submitted for consideration by the City Council.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

SECTION 1. The following chairpersons have been submitted for ratification by a majority of the City Council, and the City Council hereby ratifies the same.

Capital Improvement Program Advisory Committee

- Melanie McAnally, Chair
- Michael Humphries, Vice-chair

Library Board

- Toni Wing-Jenkins, Chair
- Charlotte Vandervoort, Vice-chair

Old Town Design Standards Review Committee

- Art Brucks, Chair
- Tim Spears, Vice-chair

Parks Board

- Matthew Quinn, Chair
- Tyler Knox, Vice-chair

Planning & Zoning Commission

- Michael Tune, Chair
- Dan Taylor, Vice-chair

PASSED, APPROVED AND SO RESOVED by the City Council of the City of Burleson, Texas, on the 15th day of September, 2025.

CITY OF BURLESON

_____
Chris Fletcher, Mayor

ATTEST: *(City Seal)*

_____
Amanda Campos, City Secretary

City Council Regular Meeting

DEPARTMENT: **Information Technology**

FROM: **Hugo Rodriguez, Deputy Chief Technology Officer**

MEETING: **August 18, 2025**

SUBJECT:

Consider and take possible action on a 5-year contract with Motorola Solutions, Inc., for ASTRO 25 Advanced Services software through a cooperative purchasing agreement with DIR contract (DIR-CPO-5433) in the amount of $327,572.39. *(Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)*

SUMMARY:

ASTRO® 25 Advanced Services enhances the Motorola ASTRO® 25 radio system by providing a robust suite of support and security tools designed to ensure the ongoing reliability and performance of mission-critical communications. Since 2019, the City has relied on these services, which include ASTRO System Monitoring, Managed Detection and Response (MDR), Network Event Monitoring, and ASTRO Connectivity Service (ACS) to support Remote Security Update Service (RSUS) and system health tracking. Additional features include Remote Technical Support, Network Hardware Repair, Security Update Service (SUS), On-Site Infrastructure Response, and Annual Preventative Maintenance. Together, these components deliver proactive system oversight, fast issue resolution, and enhanced cybersecurity protections tailored for public safety environments.

This service will be procured through a cooperative purchasing agreement with DIR under a five-year contract and will be budgeted annually through the Support Services Fund. This approach ensures ongoing access to critical features, system monitoring, and technical support while allowing for consistent financial planning and oversight throughout the contract term.

RECOMMENDATION:

Staff recommend approval of a 5-year contract with Motorola Solutions, Inc., for ASTRO 25 Advanced Services software in the amount of $327,572.39.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: $327,572.39
Account Number(s): 6108001-63506
Fund: Support Services Fund
Account Description: Computer Software M&R

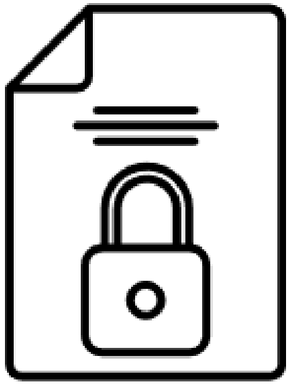
STAFF CONTACT:

Hugo Rodriguez
Deputy Chief Technology Officer
hrodriguez@burlesontx.com
682-312-2766

ASTRO 25 ADVANCED SERVICES CONTRACT

THE CITY OF BURLESON TEXAS | Information Technology







Background

ASTRO® 25 Advanced Services has provided a comprehensive suite of support and cybersecurity tools since 2019, enhancing the performance, reliability, and security of the Motorola radio system that supports our Public Safety teams.

Key Components:

- ASTRO System Monitoring – Real-time oversight of system performance and health
- Managed Detection and Response (MDR) – Proactive threat detection and response
- Network Event Monitoring – Alerts and tracking of network anomalies
- ASTRO Connectivity Service (ACS) – Supports RSUS and system data connectivity
- Remote Technical Support – Expert assistance without the need for on-site visits
- Network Hardware Repair – Timely repair of system hardware components
- Security Update Service (SUS) – Delivery of critical security patches
- Remote Security Update Service (RSUS) – Secure, remote patch deployment
- On-Site Infrastructure Response – Field support for system restoration
- Annual Preventative Maintenance – Scheduled inspections and servicing to prevent issues

Action

- Ensures continued support, updates, and ongoing enhancements to the system

Budgeted across five fiscal years:

FY26: $62,332.87 (Within Budgeted Amount)
FY27: $63,861.30
FY28: $65,450.87
FY29: $67,104.04
FY30: $68,823.31

Total amendment amount: $327,572.39

Action

Consider and take possible action on a 5-year contract with Motorola Solutions, Inc., for ASTRO 25 Advanced Services software through a cooperative purchasing agreement with DIR contract (DIR-CPO-5433) in the amount of $327,572.39.

Recommendation

Staff recommend approval of a 5-year contract with Motorola Solutions, Inc., for ASTRO 25 Advanced Services software through a cooperative purchasing agreement with DIR contract (DIR-CPO-5433) in the amount of $327,572.39.




Q
A

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THE CITY OF BURLESON TEXAS

COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between MOTOROLA SOLUTIONS, INC. **("Vendor")** and the **City of Burleson, ("Customer"** or **"Authorized Customer"), a** Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** DIR-CPO-5433, as amended, (the "Agreement") with an expiration date of 12/05/2029 .

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
ii. ~~The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.~~
iii. The attached Vendor Quote/Purchase Order, if applicable;
iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

ASTRO SYSTEM AND RELATED SERVICES AS OUTLINED IN ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of THREE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED SEVENTY-TWO AND 39/100 DOLLARS ($327,572.39) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

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☐ ***Single Purchase Contract*** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☐ ***Supply / As Needed Contract***- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

☑ ***Multi-Year Contract***-The Term shall be for five (5) year(s) expiring on 09/30/2030.

This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds $50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds $50,000 a performance bond is required. If the individual project price exceeds $100,000 both performance and payment bonds are required.

☐ ***Emergency Purchase*** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is $50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

☐ ***Standard Addendum with the City of Burleson, Texas*** **-** If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 15TH day of SEPTEMBER 20 25.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR MOTOROLA SOLUTIONS, INC.

By: Docusigned by: Paul Newman F1BEB996FA4A46E...

Name: Paul Newman

Title: Regional Service Manager

Date: 9/8/2025

Docusign Envelope ID: E15C905B-DFE1-409E-BCDA-30F29A3AACE9

ATTACHMENT A

SERVICE AGREEMENT

MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2783363
Contract Number: USC000015694
Contract Modifier: R02-JUN-24 07:12:08

Date:

Company Name:	BURLESON, CITY OF
Attn:	
Billing Address:	1161 SW WILSHIRE ATTN POLICE DEPARTMENT
City, State, Zip:	BURLESON , TX, 76028
Customer Contact:	JAMES GROMMERSCH
Phone:	817-426-9672

Required P.O. :	
PO # :	
Customer # :	1000720814
Bill to Tag # :	
Contract Start Date :	01-Oct-2025
Contract End Date :	30-Sep-2030
Payment Cycle :	ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S00836A	RSUS WITH REBOOT	$8,958.62
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	$198,003.77
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$0.00
	MSV01S02104A	ASTRO 25 ACS CENTRALIZED SERVICES	$1,818.20
	MSV01S02786A	ACS MANAGED SERVICES	$96,805.75
	MSV01S02105A	ASTRO 25 CONNECTIVITY ACCESS CHARGE - INTRASTATE	$21,986.05

Subtotal - Recurring Services	$27,297.70	$327,572.39
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$327,572.39

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:
Contract as per DIR-CPO-5433

Motorola Solutions, Inc. Disclaimers

• Data Location • Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

• Product Accessibility • Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and

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MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2783363
Contract Number: USC000015694
Contract Modifier: R02-JUN-24 07:12:08

their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

• Limitation of Liability • Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

• License Agreement Term and Termination • Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee. Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement governed by DIR Contract DIR-CPO-5433.

"PO is subject to Service Agreement USC000015694 and the terms and conditions of Texas DIR-CPO-5433."

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
DocuSigned by: Paul Newman F1BEB996FA4A46E...	Regional Services Manager	8/14/2025
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
PAUL NEWMAN	(307-256-0344	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name : BURLESON, CITY OF
Contract Number : USC000015694

Docusign Envelope ID: E15C905B-DFE1-409E-BCDA-30F29A3AACE9

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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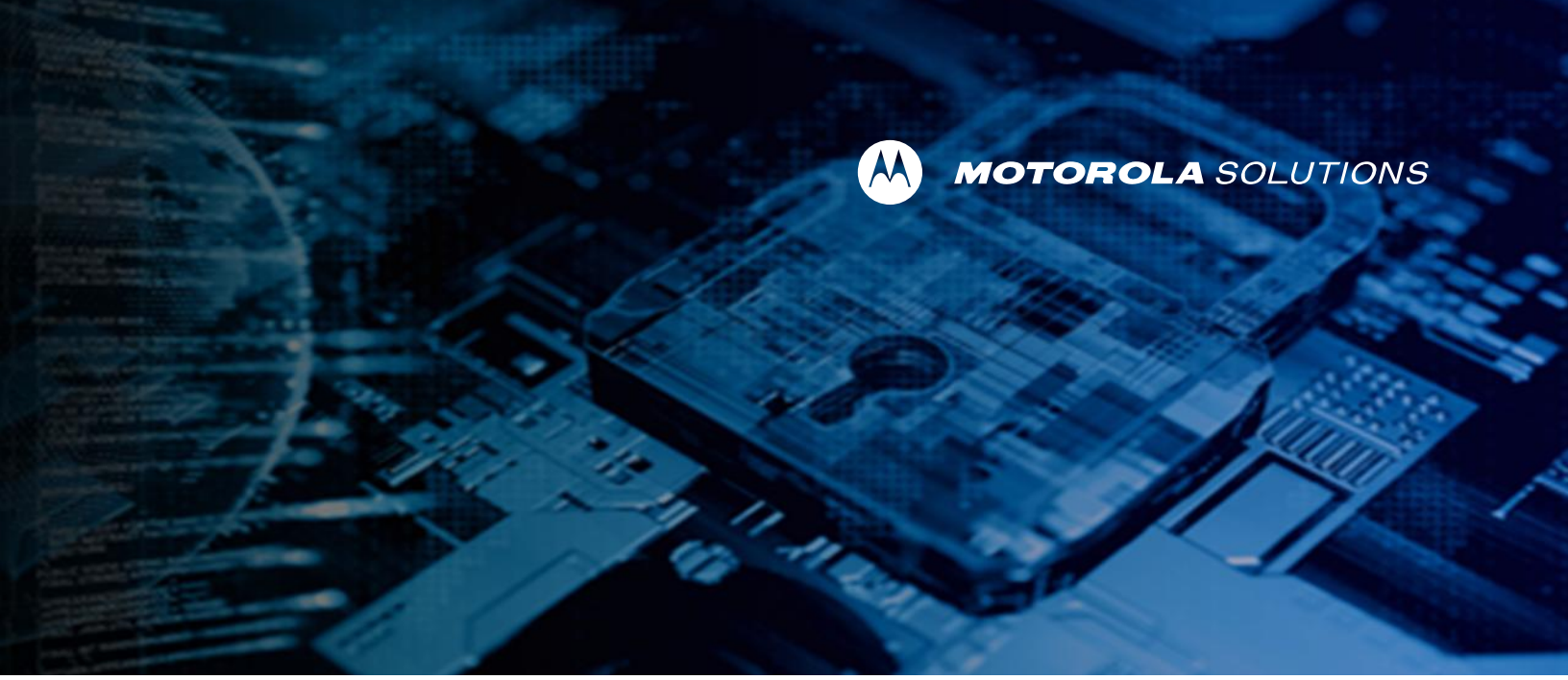
Contract Modifier :	R02-JUN-24 07:12:08
Contract Start Date :	01-Oct-2025
Contract End Date :	30-Sep-2030

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ACS 2025-2026 - $24,122
2026-2027 - $24,122
2027-2028 - $24,122
2028-2029 - $24,122
2029-2030 - $24,122

Process Name	Year - 1 01-OCT-2025 to 30-SEP-2026	Year - 2 01-OCT-2026 to 30-SEP-2027	Year - 3 01-OCT-2027 to 30-SEP-2028	Year - 4 01-OCT-2028 to 30-SEP-2029	Year - 5 01-OCT-2029 to 30-SEP-2030	Process Total
MSI Dispatch	438.12	455.64	473.87	492.83	512.54	2373.0
MSI Network Monitoring	1519.32	1580.09	1643.3	1709.03	1777.39	8229.13
MSI Onsite Sys Support-Std	9231.36	9600.61	9984.63	10384.02	10799.38	50000.0
MSI Preventive Maintenance1	2141.28	2226.93	2316.01	2408.65	2504.99	11597.86
MSI Remote SUS Mgt	1985.4	2064.82	2147.41	2233.3	2322.64	10753.57
MSI Repair and Return	6882.0	7157.28	7443.57	7741.31	8050.97	37275.13
MSI Security Update Service	7279.2	7570.37	7873.18	8188.11	8515.63	39426.49
MSI System Tech Support	876.12	911.16	947.61	985.52	1024.94	4745.35
MSI Mgd Detection and Response	6203.47	6451.61	6709.67	6978.07	7257.18	33600.0
MSI System Monitoring ACS	0.6	0.62	0.65	0.67	0.7	3.24
MSI Onsite Reboot Services	1654.0	1720.17	1788.97	1860.53	1934.95	8958.62
MSI Remote SUS Reboot	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - UO Design	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - UO Field	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - Impact Training	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - Implement Training	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - Field Eng	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - Labor NonStd HW	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - PM	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - ST	0.0	0.0	0.0	0.0	0.0	0.0
MSI SMA	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - Moto Hdw	0.0	0.0	0.0	0.0	0.0	0.0
MSI SUAII - NonMoto Hdw	0.0	0.0	0.0	0.0	0.0	0.0
Year Total	38210.87	39739.3	41328.87	42982.04	44701.31	206962.39

Maintenance
25/26 - $38,210.87
26/27 - $39,739.30
27/28 - $41,328.87
28/29 - $42,982.04
29/30 - $44,701.31



Burleson, City of

ASTRO® 25 Advanced Services Statement of Work

USC000015694

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Section 1

Overview

Motorola Solutions, Inc.'s (Motorola) ASTRO® 25 Advanced Services (Advanced Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- ASTRO System Monitoring
  - Managed Detection and Response (MDR)
  - Network Event Monitoring
  - ASTRO Connectivity Service (ACS) enabled for RSUS, System Monitoring
- Remote Technical Support
- Network Hardware Repair
- Security Update Service (SUS)
- Remote Security Update Service (RSUS)
- On-Site Infrastructure Response
- Annual Preventative Maintenance

Each of these elements is summarized below and expanded upon in Section 4: Advanced Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 4: Advanced Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola and the customer (Customer).

Notwithstanding, the connectivity contemplated in the ASTRO 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum (TCA) attached to the Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola shall be paid to Motorola and are fully satisfied under the billing and payment terms of the Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola's Software Support Policy (SwSP).

ASTRO System Monitoring

ASTRO System Monitoring Service includes advanced network and security monitoring along with connectivity to deliver these services.

- Managed Detection and Response

Experienced, specialized cybersecurity analyst at Motorola's Security Operations Center (SOC) will monitor the Customer's ASTRO 25 radio network for security threats. SOC analysts will coordinate with the Customer through the ActiveEye™ Security Platform to identify and mitigate threats to the Customer's networks.

- Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

- ASTRO Connectivity Service

The highly scalable ASTRO Connectivity Service provides simple, secure link connections for the services outlined in this SOW. Motorola Solutions Operation Centers internally monitor the link's performance to ensure smooth operations to deliver the above mentioned services.

Remote Technical Support

Motorola will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola will repair Motorola-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola. Motorola coordinates the equipment repair logistics process.

Security Update Service

Motorola will pretest third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

Remote Security Update Service

Motorola will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-Site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Section 2

Motorola Service Delivery Ecosystem

Advanced Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots and Customer Hub. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes and promptly resolve issues to restore the Customer's network to normal operations.

2.1 Centralized Managed Support Operations

The cornerstone of Motorola's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7 by experienced personnel, including service desk specialists, security analysts and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

2.2 Field Service

Motorola authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

2.3 Customer Support Manager

A Motorola Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues.

The CSP also defines the division of responsibilities between the Customer and Motorola so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this SOW by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

2.4 Customer Hub

Supplementing the CSM and the Service Desk as the Customer points of contact, Customer Hub is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet or smartphone web browser. The information available includes:

- **Network Event Monitoring**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Remote Technical Support**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair**: Track return material authorizations (RMA) shipped to Motorola's repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **On-Site Infrastructure Response**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance**: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Network Updates**: View system status overview and software update information.
- **Managed Detection and Response**: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Orders and Contract Information**: View available information regarding orders, service contracts, and service coverage details.

The data presented in Customer Hub is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

Section 3

Connectivity Specifications

A monitored access link is provided via the ASTRO Connectivity Service with bandwidth necessary to support the services included in this SOW.

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Motorola Solutions

Section 4

Advanced Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

4.1 ASTRO System Monitoring (NEW)

4.1.1 Managed Detection and Response

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

4.1.1.1 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

4.1.1.2 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from Endpoint Detection and Response, EDR, agents and embedded ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor ports and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

Cloud Based Vulnerability Scan Engine

Cloud based scan engines probe internet facing assets such as firewalls and VPNs to identify unpatched vulnerabilities and insecure configurations.

Scan findings are published as reports in the ActiveEye security platform.

Control Room Firewall

In cases where an ASTRO 25 site (Network Management Dispatch, Trunking Subsystem, Conventional Subsystem) has insufficient bandwidth to support EDR communications, an optional Control Room Firewall can be integrated at the site. When this is done, EDR communications will be configured to leverage that firewall in place of the site link. This configuration will not change any existing traffic flows in the system that currently leverage the site link.

The following are the environmental requirements and specifications the Customer must provide to prepare for the Control Room Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	High availability Internet Connection (99.99% [4-9s] or higher) Packet loss < 0.5% Jitter < 10 ms Delay < 120 ms RJ45 Port Speed – Auto Negotiate

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

Internetworking Firewall

Motorola introduces a formalized and centralized Internet connection to the ASTRO 25 system using an Internetworking Firewall.

The Internetworking Firewall serves as a security barrier and demarcation point between a master site and the Internet (or a customer network leading to the Internet). The Internetworking Firewall supports traffic for various ASTRO 25 features that require access to the Internet.

The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or customer network leading to the Internet).

The following are the environmental requirements and specifications the Customer must provide to prepare for the Internetworking Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr.
Line Cord	NEMA 5-15P
Internet Service Bandwidth	Bandwidth throughput 10 Mbps per AERRS High availability Internet Connection (99.99% (4-9s) or higher). Packet loss < 0.5%. Jitter <10 ms. Delay < 120 ms. RJ45 Port Speed - Auto Negotiate

4.1.1.3 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually available opportunity within 30 days of contract signing (Kickoff Date). Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet). Motorola will leave the existing antivirus solution in place on endpoints located at these out of scope sites.

Phase 4: Monitoring “Turn Up”

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola will conduct initial tuning of events and alarms in the service, and conduct an additional ActiveEye Portal training session.

Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package “Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

4.1.1.4 General Responsibilities

Motorola Responsibilities

- Provide and when necessary repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
  - If the Centralized Event Logging feature is not installed on the Customer’s ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the “Deployment Timeline and Milestones” section in all network segments where endpoint detection and response is in scope.
  - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response

  - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
  - Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not Motorola Solutions managed. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is ultimately the customer's responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Section 1.3.6: Managed Detection and Response Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput 10 Mbps per AERSS.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate.
  - If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:

  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
  - The ASTRO 25 Managed Detection and Response service requires an ASTRO 25 WAVE SUS subscription.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- **Ensure that the ASTRO 25 system is operating on a Motorola supported release.**
- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

4.1.1.5 Service Modules

4.1.1.5.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.
- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a ports on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.3 Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the "Deployment Timeline and Milestones" section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event .
- Per the Customer's security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

4.1.1.5.4 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer's ActiveEye portal.
- Create ticket notifications for significant, new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

4.1.1.5.5 Advanced Threat Insights

With Advanced Threat Insights, Motorola provides continuous dark web monitoring, alerts and notifications, customer risk reviews, organization-specific threat intelligence and industry-level threat intelligence. Trained cybersecurity analysts will search the dark web looking for indications that any of the Customer's systems, customer user accounts in the monitored domain, or data sets have been

compromised. In addition, cybersecurity analysts will search for evidence that the Customer's organization or primary applications may be the target of a threat actor campaign.

Motorola's cybersecurity analysts will develop threat reports and review them with the Customer. Analysts perform threat intelligence gathering using a combination of automated and human methods. They review threat intelligence findings during normal US business hours 8x5 on standard U.S. business days: Monday through Friday 8 a.m. to 5 p.m. local time, excluding U.S. holidays.

There are four main aspects of this service:

- Named Analyst - A dedicated analyst will work with the Customer to understand the organization's operating environment and architecture in more detail and depth. This approach enables the analyst to provide detailed recommendations for improving the Customer's overall risk posture from a consistent single point of contact.
- Proactive Threat Hunting - The analyst will dedicate time each month (number of hours dependent on subscription) to evaluate available threat intelligence and sensor information (log analysis, NIDs, etc.) to identify areas of concern. This manual investigation can uncover previously undetected threats that exist outside of the scope of typical security alerting and provide a starting point for remediation and security recommendations to improve the Customer's overall security posture. The focus of this work can be directed by the customer toward the most critical assets or those assets most at risk given the threat landscape at the time.
- Surface, Deep, and Dark Web Insights - Risks go beyond the visible boundaries of the organization. Monitoring for key assets on the surface, deep, and dark web provides actionable insights into how the organization is being targeted and what assets are at risk, such as lost or exposed credentials and sensitive data.
- Monthly Summary and Discussion of Findings - The assigned analyst will present key findings for the past month, discuss new threats to consider, and suggest any additional security measures relevant to the Customer's organization.

Motorola Responsibilities

- Coordinate with the Customer to collect relevant information necessary to complete threat intelligence searches on the dark web.
- Deliver a monthly risk report detailing threat intelligence specific to the Customer.
- Provide the Customer with a monthly public safety industry intelligence report detailing threat intelligence related to the public safety community as a whole.
- Hold recurring formal risk reviews with the Customer to evaluate threats facing the Customer and intelligence discoveries. This review also serves as an opportunity to refine the list of critical information the threat team needs to proactively search for.
- Alert the Customer immediately when critical threats or information breaches are discovered.

Customer Responsibilities

- Coordinate with Motorola to maintain relevant information necessary to complete threat intelligence searches on the dark web.
- Obtain for Motorola all rights, if any, which may be necessary to permit requested threat intelligence searches on the dark web.

4.1.1.5.6 Disclaimer

Scope of services do not include employee related investigative services, such as those that may target any specific employees (or other individuals) or implicate privacy rights, alleged or suspected internal conduct, or rights that may be protected or regulated by law, e.g. information bearing on an individual's character, general reputation, personal characteristics, mode of living, etc. Motorola reserves the right to withhold from Customer any information deemed outside the scope of the engagement or otherwise subject to legal restrictions and take any other action it deems to be required by law.

Customer understands that some information shared with Customer through the Advanced Threat Insights service will, by its nature, be unverifiable, will be delivered on an as-is basis, and may or may not be correct. Customer agrees any information shared is for Customer's internal business purpose use only and shall not be further distributed by Customer.

Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

For subscribers of the Advanced Threat Insights service, Motorola disclaims any warranty and does not guarantee to be able to locate all threat intelligence on the surface, deep or dark web. Motorola will perform an expansive search but cannot cover every forum and information source.

4.1.1.6 Security Operations Center Monitoring and Support

4.1.1.6.1 Scope

Motorola delivers Security Operations Center (SOC) Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye security platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer. Depending on Customer security policies and the extent to which endpoint detection and response is deployed within the system, the SOC may take actions to deploy countermeasures in an attempt to contain a security incident. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 1.2 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 1.3.68: Incident Priority Level Definitions and Response Times.

4.1.1.6.2 Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

4.1.1.6.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8 a.m. to 7 p.m. CST.

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

4.1.1.6.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is

available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

4.1.1.6.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 4-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 1-2.

4.1.1.6.6 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 4-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

4.1.1.6.7 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.1.1.6.8 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

4.1.1.7 Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.

Priority	Response Time
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

4.1.1.8 Included Services

Site Information

The following quantities are included in the scope:

Site / Location	Quantity
Primary zone cores	
DSR backup cores	
Sites (NMD, T-Sub, C-Sub)	
CEN (Control Room)	
CEN (RNI-DMZ)	
Network Management Clients	

Site / Location	Quantity
Dispatch Consoles	4
AIS	1
CEN Endpoints	

Services Included

The ActiveEye service modules included in this statement of work are viewable in the Subscribed column below. The Network Environment column designates the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors:		Yes/No
Log Collection / Analytics	Online Storage: 30 days Extended Log Storage: 12 Months		Yes/No
Network Detection	Up to 1 Gbps per sensor port		Yes/No
Endpoint Detection and Response	Cortex XDR		
External Vulnerability Scanning			Yes/No
Advanced Threat Insights	**Section 2** # of hours included		

The following table lists any ancillary components required.

Description	Quantity
Internetworking Firewall	
Control Room Firewall	

4.1.1.9 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

Processing of Customer Data in the United States and/or Other Locations.

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms may

include the following, if applicable, or as otherwise made available publicly, through performance, or upon request:

Third Party Provider	Links
Palo Alto	EULA: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo-alto-networks-end-user-license-agreement-eula.pdf Customer Data Processing Addendum: https://www.paloaltonetworks.com/content/dam/pan/en_US/assets/pdf/legal/palo_alto_networks_customer_data_processing_agreement.pdf

Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

4.1.2 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. CMSO technologists acknowledge and assess these incidents, and initiate a defined response.

4.1.2.1 Description of Service

With Network Event Monitoring, Motorola uses a Managed Services Suite of Tools (MSST) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (NOC). Incidents will be generated automatically based on the criteria shown in Table 4-3: Alarm Threshold Rule Options for all Event Types.

Table 4-3: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 5 times in 30 minutes. ▪ Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 7 times in 30 minutes. ▪ Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure (CHP). Depending on the incident, Motorola's response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- **Open** – Motorola's points of contact for dispatch permissions, entitlement information, and knowledge management.
- **Vendor** – Escalation and contact information.
- **Resolution** – Incident closure information.
- **Site Arrival** – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via Customer Hub, including incident management reports. Any specific remediation and action notes from Motorola's CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite (SCP-Lite), which can be accessed through Customer Hub, provides a read-only view of the Customer's current service configuration, including site parameters, notification preferences and dispatch information. If the Customer or Motorola makes changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

4.1.2.2 Scope

Network Event Monitoring is available 24/7. Incidents generated by the monitoring service will be handled in accordance with Section 5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

4.1.2.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 4.1.2.6: Monitored Elements.

Motorola Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. **Section 4.1.2.4: Connectivity** describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in **Section 4.1.2.5: Motorola Owned and Supplied Equipment**.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan (CSP), and in accordance with **Section 5: Priority Level Definitions and Response Times**.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to **Section 4.1.2.3: Customer Responsibilities**.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue
  - Determine a plan of action

  - Assign and track the incident to resolution
- Provide the Customer with system configuration info, site info, system notifications, and system notes via Customer Hub.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in **Section 4.1.2.3: Customer Responsibilities**.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

Limitations and Exclusions

The following activities are outside the scope of the Network Monitoring service:

- Motorola will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third-party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager (UEM).
- Additional support charges above contracted service agreement fees may apply if Motorola determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.
- Elements deployed outside of ASTRO RNI (E.g.: ASTRO CEN sites) are excluded from the service.
- Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.

Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.

- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager (CSM).
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via Customer Hub.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with **Section 5: Priority Level Definitions and Response Times**.

4.1.2.4 Connectivity

The connectivity between customer's system and Motorola CMSO to enable Network Event Monitoring, MDR and RSUS should be established prior service start date.

Table 4-4: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO 25	ASTRO Connectivity Service	Motorola

4.1.2.5 Motorola Owned and Supplied Equipment

This table identifies equipment that Motorola will supply to support the network monitoring service for the duration of the service.

Table 4-5: Motorola Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Primary Site
Service Delivery Management Server (DSR only)	Primary Site for each Zone

4.1.2.6 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 4-6: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	Core Switch
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	RNI Firewall	RFDS
APX Cloud Application	Core Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Site Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
Camera	Install Server	Statistical Server
CBSD	Site Switch	Storage Networking
CCGW	Licensing Service	Consoles
Channel	Load Balancer	TRAK
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	UNC	Training App
Conventional	UEM	Training Database
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	Licensing Server
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	AIS	VMS

Monitored Elements		
DNS	Application Server	VPM
Domain Controller	Packet Data Gateway	WSGU
D series Site Controller	Physical Host Environmental	ZDS
eNodeB	Physical Host Power and Network	Zone Controller
Active directory	Power Distribution Unit	Syslog
Repeaters	Power Monitor	Proxy

4.1.3 ASTRO Connectivity Services

To establish a connection between the Customer's on-premises ASTRO 25 infrastructure core and Motorola Solutions Network and Security Operation Centers, Motorola will provide required network equipment with sufficient bandwidth as mentioned in Section 4.1.2.5: Motorola Owned and Supplied Equipment. The connectivity to customer's ASTRO 25 infrastructure core will terminate upon the Customer canceling their ASTRO 25 service package.

Motorola Responsibilities

Motorola will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service.

- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity.
- Motorola will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually agreed change order may be required.
- It is assumed that in the building, LTE coverage is adequate at the installation site. If, during installation, it is determined the in-building LTE coverage is not adequate for service, then a mutually agreed change order may be required for external antenna installation.
- Standard Demarc – Motorola will install cable between the Local Exchange Carrier Minimum Point of Entry (MPOE) and the Managed Elements located within the customer ASTRO infrastructure. Motorola will install the demarc standard – which includes one service call, up to two (2) total hours of on-site labor, and installation of one (1) cat 3, 5, or 5e cable drop up to 150 feet (vertical length up to 12 feet), connectors, ty-wraps, jacks, face plates, and cable. A mutually agreed change order may be required if the site survey indicates a non-standard extended demarc (for example, the need for cable through walls over 150' or multiple floors).
- Install equipment supplied by Motorola. Installation period is estimated to be within 45 business days from when Motorola and Customer execute the Agreement and related addendum or addenda.
- Cooperate with the Customer to schedule the ASTRO 25 Connectivity Service implementation.
- Administer safe work procedures for installation of the remote access circuit.

Customer Responsibilities

- Sign the Transport Connectivity Addendum (TCA).

- Provide space for the networking equipment at the core site.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point (such as a warehouse), for receipt, inventory, and storage of equipment prior to delivery to the site(s), if requested by Motorola.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola's R56 Standards and Guidelines for Communication.
- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Obtain and maintain approved local, State, or Federal permits necessary for installing and operating the proposed equipment.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service.
- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola and is necessary to support the project.
- Perform work necessary to complete the connectivity provisioning outside the scope of the installation provided by Motorola.
- If Motorola’s design requires wireless backup and out-of-band (OOB) monitoring, Motorola may provide a wireless modem at the Customer location for OOB monitoring for Motorola Solutions Monitored Elements. The Customer shall provide access and accommodations to install the modem if required.
- The Customer will notify Motorola of any maintenance that may affect the operating status of the service using a Customer Maintenance Change Management Request via the Customer Hub. Examples of maintenance activities include: powering down the site, a Motorola Managed Element, or a third-party Network Terminating Unit; or, resetting, recabling, or moving equipment components.
- If a Motorola representative visits the Customer Site or works remotely, at the Customer’s request, to investigate an issue with the Service, and the Motorola representative determines the Service is functioning correctly or is prevented from resolving the issue because the Customer did not provide access or reasonable assistance, the Customer will be charged at published or negotiated time and material rates.
- Upon termination of the services, Customer shall promptly return to Motorola all equipment provided by Motorola in conjunction with the ASTRO 25 Connectivity Service and not explicitly owned by Customer. Motorola is entitled to invoice any and all costs arising out of or in connection with Customer’s failure to return the Motorola equipment if the Motorola equipment is not returned within sixty (60) days following termination of services.

Limitations/Exclusions

- Additional connectivity outside the scope of these services is not covered in this SOW.
- Motorola is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola.

4.1.4 Remote Technical Support

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

4.1.4.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola's CRM system, and Motorola will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 5: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

4.1.4.2 Scope

The CMSO Service Desk is available via telephone 24/7 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 5: Priority Level Definitions and Response Times.

4.1.4.3 Inclusions

Remote Technical Support service will be delivered for Motorola-provided infrastructure, including integrated third-party products.

Motorola Responsibilities

- Maintain availability of the Motorola CMSO Service Desk via telephone (800-MSI-HELP) 24/7 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 5: Priority Level Definitions and Response Times.

- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

Customer Responsibilities

- Prior to contract start date, provide Motorola with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 5: Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.
- In the event that Motorola agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola to provide the service.

4.1.5 Network Hardware Repair with Advanced Replacement (Not Included)

Motorola will provide hardware repair for Motorola and select third-party infrastructure equipment supplied by Motorola. A Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment, and coordinates equipment repair logistics.

4.1.5.1 Description of Service

Infrastructure components are repaired at Motorola-authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

4.1.5.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7. Repair authorizations can also be obtained by contacting the CSM.

4.1.5.3 Inclusions

This service is available on Motorola-provided infrastructure components, including integrated third-party products. Motorola will make a commercially reasonable effort to repair Motorola manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

Motorola Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola infrastructure components are returned to applicable Motorola factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola system configuration.

- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 4.1.5.3: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

Limitations and Exclusions

Motorola may return infrastructure equipment that is no longer supported by Motorola, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola radio infrastructure components over the post-cancellation support period.
- All third-party radio infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, dropship nonstandard items and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third-party dropship products.
- Firmware or software upgrades.

Customer Responsibilities

- Contact or instruct servicer to contact the Motorola CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.

- Follow Motorola instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola to provide the service.

4.1.5.4 Repair Process

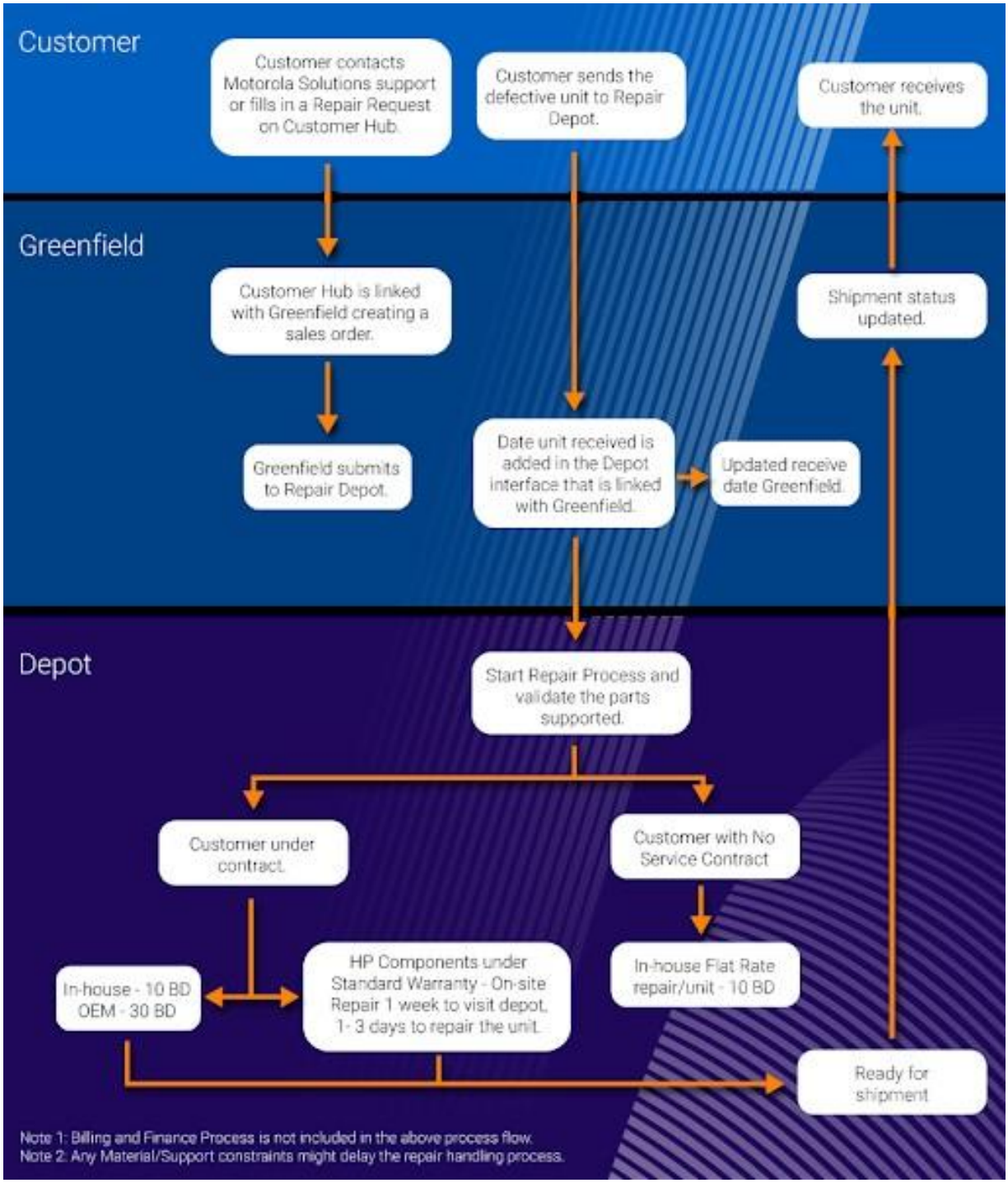


Figure 1: Repair Decision Process

4.1.5.5 Advanced Replacement-(Not Included)

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola and select third-party infrastructure components supplied by Motorola. When available, Motorola will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment within the Radio Network Infrastructure (RNI). A Motorola-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request an FRU while their unit is being repaired. Refer to Figure 2: Advanced Replacement Decision Process for details on the unit loan process.

Added Motorola Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned Radio Network Infrastructure (RNI), subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola repair depot or select third-party replacing it, and the Customer will own the FRU.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement FRU shipping from Motorola repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 4.1.5.5: Added Motorola Responsibilities for Advanced Replacement. See Table 4-7: Shipping Charges and Default Mail Service for shipping charge details.

- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola.
- Clearly print the return authorization number on the outside of the packaging.

4.1.5.5.1 Replacement Process for Advanced Replacement

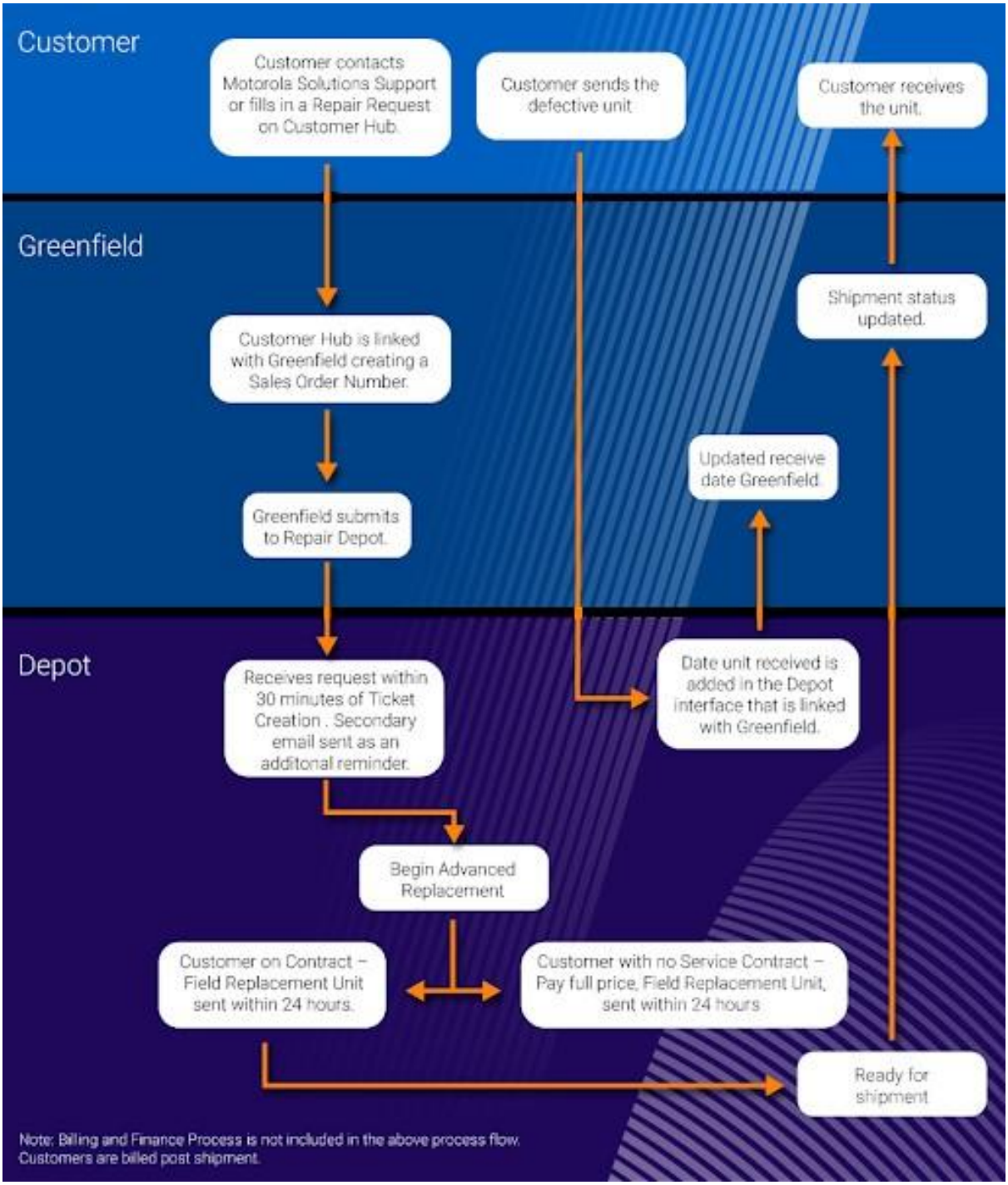


Figure 2: Advanced Replacement Decision Process

Table 4-7: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola
Shipping Outbound to Customer	
Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges Shipped Outbound to Customer by Non-Motorola Carrier*	
Repair Shipping Inbound to Motorola	
Installation Labor	

Motorola shipping carrier – FedEx.

4.1.6 Security Update Service

Motorola's ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 4.1.6.4: Inclusions indicates if options are included as part of this service.

4.1.6.1 Description of Service

Motorola uses a dedicated information assurance lab to test and validate security updates. Motorola deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

Note, the ASTRO 25 Advanced Service also includes the Remote Security Update Service. See Section 4.1.7. Customer download and self-installation of security updates is only necessary for the system components that are not covered by RSUS. See **Appendix 1** for RSUS scope and exclusions.

For RSUS exclusions, with the base SUS service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components.

Additional options are available for Motorola to deploy security updates, reboot servers and workstations, or both.

4.1.6.2 On-Site Delivery

If On-Site Delivery is included with SUS, Motorola provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

4.1.6.2.1 Reboot Support

If Reboot Support is included with RSUS, Motorola provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.1.6.3 Scope

RSUS includes pretested security updates for the software listed in Table 4-8: Update Cadence. This table also describes the release cadence for security updates.

Table 4-8: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

4.1.6.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-9: SUS Packages. This table indicates if Motorola will provide any SUS optional services to the Customer. SUS supports the current Motorola ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola's assigned CSM for the latest supported releases.

Table 4-9: SUS Packages

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	L Core M Core Simplified Core	X

Service	ASTRO 25 Core Type	Included
Security Update Service with Reboot Support	L Core M Core Simplified Core	
Security Update Service with On-Site Delivery	L Core M Core Simplified Core	

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 4.1.6.5: Installation and Reboot Responsibilities.

Motorola Responsibilities

- On the release schedule in Section 4.1.6.3: Scope review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola's secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Send notifications by email when security updates are available to download from the secure website.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola's Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions.
- This service does not include releases for Motorola products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

Customer Responsibilities

- Provide Motorola with predefined information necessary to complete a Customer Support Plan (CSP) prior to the Agreement start date.

- Provide timely updates on changes of information supplied in the CSP to Motorola's assigned CSM.
- Update Motorola with any changes in contact information, specifically for authorized users of Motorola's secure website.
- Provide means for accessing Motorola's secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations (CMSO) troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola unnecessary or overly burdensome remediation efforts. In such cases, Motorola reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola's assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola software copyright owners.

4.1.6.5 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 4-10: Installation and Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section 4.1.6.4: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 4-10: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola's secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Security Update Service with On-Site Delivery	▪ Dispatch a technician to deploy pretested files to the Customer's system. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.	▪ Acknowledge Motorola will reboot servers and workstations, and agree to timing.

SUS Package	Motorola Responsibilities	Customer Responsibilities
Security Update Service with Reboot Support	▪ When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola's secure website.

Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola. Motorola will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning non-Motorola software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.1.7 Remote Security Update Service

Motorola's ASTRO 25 Remote Security Update Service (RSUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Monthly Security Update Service (SUS) is a prerequisite for RSUS. Please see the Statement of Works for: ASTRO 25 SUS Statement of Work.

4.1.7.1 Description of Service

Motorola remotely installs pretested security updates on the applicable ASTRO 25 system components, as defined in Appendix 1.

Note that some ASTRO 25 system components may be covered by the self-installed SUS service and not RSUS (RSUS Exceptions).

If the Customer is unable to apply updates to RSUS exceptions, Motorola can provide On-Site SUS, whereby the Motorola field service team attend Customer premises to install the updates.

Motorola remotely installs pretested security updates on the applicable ASTRO 25 system components. Motorola tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation statuses.

4.1.7.1.1 Application of Prerequisite Motorola Technical Notices (MTN)

In some instances, MTNs must be applied to enable Motorola to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event that Motorola is prevented from deploying security updates due to incomplete implementation of prerequisite MTNs, Motorola will raise a service incident and notify the Customer. Once necessary MTNs are applied to the Customer's system, Motorola will continue to remotely deploy security updates.

4.1.7.1.2 Updates to System Components in the Customer Enterprise Network

Connections to other networks, herein referred to as Customer Enterprise Network (CEN), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network. The only exceptions are those identified as RSUS exceptions in Appendix 1.

The Customer may request a quote, via the CSM, for Motorola to remotely install updates to eligible systems that are in the Customer's CEN.

The Customer must make the appropriate configuration changes to their firewall giving logical access and a network path to allow Motorola to remotely install the requisite patches.

4.1.7.1.3 Microsoft Windows Reboot Following Security Update Installation

It is a critical requirement for Microsoft Windows systems to be rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

Failure of the Customer to fulfill reboot responsibilities as described in Table 4-13: Reboot Responsibilities Matrix exposes systems to security threats. Until reboot, the system is not updated.

It will also delay execution of future RSUS updates, with a risk of failed RSUS scheduling and unnecessary Customer impact.

If Customers require further support from Motorola to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

4.1.7.1.4 Reboot Support

If the Reboot Support service is sold to complement RSUS, Motorola provides technician(s) to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

- The RSUS team will notify all listed contacts one week prior to patching to all required contacts (identified during service onboarding).

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- On completion of patching, a final report is sent via email to the listed contacts.
- The notification will state that patching is complete and systems need to be rebooted.
- This process is repeated monthly.

Reboot Support requires that the Customer representative works with Motorola technicians to plan when reboots will be undertaken to reduce the operational impact.

4.1.7.2 Scope

RSUS includes pretested security updates for the software listed in Table 4-11: Update Cadence. This table also describes the release cadence for security updates.

Table 4-11: Update Cadence

Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
Trellix (McAfee) Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time Monday through Friday, excluding public holidays.

The Customer may submit a formal request that Motorola personnel work outside of these hours. The Customer will need to pay additional costs for work to be completed outside of normal business hours.

Motorola will provide an Impact Timeline (ITL) to the Customer to show installation tasks scheduled, including preparation work and the transfer of security updates to local storage or memory. Core Server reboots or zone controller rollover will be initiated at the times shared in the ITL.

It is a critical requirement that Microsoft Windows systems are rebooted following the installation of security updates. In the case of RSUS, this is the responsibility of the Customer.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (M3) have low downtime (minutes) as the zone controllers are rolled but systems with single zone controllers will be down for longer periods. While rolling the zone controllers, the system will operate in “site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

4.1.7.3 Tenanted Customers Access to Antivirus Updates

Where a Customer is a Tenant Customer (for example, a Public Safety Access Point / Dispatch Center) on a Core system owned and operated by another organization, any Tenant customer systems such as dispatch consoles need to be able to access the core Central Security Management Server (CSMS).

The RSUS team will need permission from the Core system owners to allow connectivity from the Core system to any RSUS entitled Tenant Customers.

4.1.7.4 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 7: SUS Options. This table indicates if Motorola will provide any RSUS optional services to the Customer. RSUS supports the current Motorola ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting releases that are no longer within the Standard Support Period (as defined by the SWSP). Contact Motorola's assigned CSM for the latest supported releases.

Table 4-12: RSUS Options

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	Yes
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	(quoted)

Responsibilities for rebooting applicable hardware are detailed in Section 4.1.7.5: Reboot Responsibilities.

Motorola Responsibilities

- Remotely deploy patches listed in 4.1.8.2: Scope on the Customer's system. Patches will be installed on the cadence described in that section.
  - As outlined in 4.1.8.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event that no security updates are released by the Original Equipment Manufacturers (OEM), the Final RSUS Patch Report can be reviewed by the Customer to identify where no new security updates were required.
- Coordinate RSUS activities with any other Motorola system maintenance or other engineering activities with the Customer to minimize downtime, inefficiency and operational impact.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola's Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions.

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- This service does not include releases for Motorola products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX, Critical Connect, and VESTA solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of MTNs to the customer system.
- Motorola does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.
- Motorola shall provide Customers with a list of MTNs that are prerequisite for execution of the RSUS service.

Customer Responsibilities

- This service requires connectivity from Motorola to the Customer's ASTRO 25 system. If required, procure internet connectivity before the service commences, and maintain it for the duration of the service contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Prerequisite Motorola Technical Notices (MTN) must be applied to enable Motorola to remotely deploy the latest security updates. The list of MTNs that must be applied are available on the SUS secure customer portal.

4.1.7.5 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 4-13: Reboot Responsibilities Matrix contains the breakdown of responsibilities. Section 4.1.8.4: Inclusions indicates which services are included.

If a Customer chooses not to reboot after an update, whether for operational reasons or convenience, they are accepting the associated risks, which include:

- Greater exposure to cyber security threats and vulnerabilities.
- Impact to implementation of subsequent RSUS Microsoft Windows updates at the agreed delivery cadence, until the devices are rebooted and at the correct RSUS release.

If Customers require further support from Motorola to reboot following Microsoft Windows update deployment and installation, please contact your CSM who can discuss options for Reboot Support.

Table 4-13: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Responsibilities	Customer Responsibilities

Remote SUS Package	Motorola Responsibilities	Customer Responsibilities
Remote Security Update Service	▪ Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed. ▪ When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola.
Remote Security Update Service with Reboot Support	▪ When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	▪

Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola. Motorola will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola disclaims any warranty concerning non-Motorola software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

4.1.8 On-Site Infrastructure Response

Motorola's On-Site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola's CMSO organization in cooperation with a local service provider.

On-Site Infrastructure Response may also be referred to as On-Site Support.

4.1.8.1 Description of Service

The Motorola CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 4.1.8.5: Priority Level Definitions and Response Times.

Motorola will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

4.1.8.2 Scope

On-Site Infrastructure Response is available in accordance with Section 4.1.8.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

4.1.8.3 Geographical Availability

On-Site Infrastructure Response is available worldwide where Motorola servicers are present. Response times are based on the Customer's local time zone and site location.

4.1.8.4 Inclusions

On-Site Infrastructure Response is provided for Motorola-provided infrastructure.

Motorola Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola's standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure components, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
  - Open and closed.
  - Open, assigned to the Motorola field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

Limitations and Exclusions

The following items are excluded from this service:

- All Motorola infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third-party infrastructure.
- Firmware or software upgrades.

Customer Responsibilities

- Contact Motorola, as necessary, to request service.
- Prior to start date, provide Motorola with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.

- Cooperate with Motorola and perform reasonable or necessary acts to enable Motorola to provide these services.
- In the event that Motorola agrees in writing to provide supplemental On-Site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola to provide the service.

4.1.8.5 Priority Level Definitions and Response Times

This section describes the criteria Motorola used to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 4-14: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 4-15: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels**: Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 4-16: Limited Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-Site Response Time

Incident Priority	Incident Definition	On-Site Response Time
Critical P1	**Core**: Core server or core link failure. No redundant server or link available. **Sites/Subsites**: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles**: More than 40% of a site's console positions down. **Conventional Channels**: Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features**: Security is non-functional or degraded.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core**: Core server or link failures. Redundant server or link available. **Consoles**: Between 20% and 40% of a site's console positions down. **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles**: Up to 20% of a site's console positions down. **Conventional Channels**: Single channel down. Redundant gateway available. **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests**: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

4.1.9 Annual Preventative Maintenance

Motorola personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

4.1.9.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

4.1.9.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the

service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

4.1.9.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola-provided infrastructure, including integrated third-party products, per the level of service marked in Table 4-17: Preventive Maintenance Level.

Table 4-17: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

Motorola Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in Customer Hub, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
- Perform the tasks defined in Section 4.1.9.4: Preventative Maintenance Tasks.
  - Perform the procedures defined in Section 4.1.9.5: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure (MOP) defined for each task.

Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola with requirements necessary for access to secure facilities.
- In the event that Motorola agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola field service technician to access the sites to provide the service.

4.1.9.4 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section 4.1.9.3: Inclusions.

PRIMARY SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on the core security management server were updated within two weeks of the current date.

PRIMARY SITE CHECKLIST – LEVEL 1	
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Switches (continued)	
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.

PRIMARY SITE CHECKLIST – LEVEL 1	
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.

DISPATCH SITE CHECKLIST – LEVEL 1	
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm the monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of the current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.

DISPATCH SITE CHECKLIST – LEVEL 1	
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola dispatch (if applicable).

DISPATCH SITE CHECKLIST – LEVEL 1	
Telephone IRR Operation	Verify telephone IRR operational on Motorola dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm the client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review the alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Playback Station (Motorola Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators. Verify AC/DC converter, RMC have been wired correctly on D series site.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation

RF SITE CHECKLIST – LEVEL 1	
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.
PM Optimization Workbook (See Section 4.1.9.5: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL1	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarms indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
MOSCAD Client (continued)	
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.

MOSCAD CHECKLIST – LEVEL1	
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any are found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check the exterior of the building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check the landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Visual Inspection Interior (continued)	
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.

FACILITIES CHECKLIST – LEVEL 1	
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for the proper level. Note the condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is the generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that the outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

MICROWAVE CHECKLIST – LEVEL 1	
General	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Backhaul Monitoring	Monitor UEM status, including alarms, logs, and events, for all links. If UEM is not used to monitor microwaves, then use an approved vendor-provided microwave alarm management server.
Radio	
Alarms	Check alarm and event history.
Software	Verify version of application.
Radio (continued)	
TX Frequency	Verify transmit frequency.
TX Power	Verify transmit power.
RX Frequency	Verify receive frequency.
RX Signal Level	Verify receive signal level and compare with install baseline documentation.

MICROWAVE CHECKLIST – LEVEL 1	
Save configuration	Save current configuration for off-site storage.
Waveguide	
Visual Inspection	Inspect for wear or dents from ground using binoculars.
Connection Verification	Verify all connections are secured with proper hardware from ground using binoculars.
Dehydrator	
Visual Inspection	Inspect the moisture window for proper color.
Pressure Verification	Verify pressure of all lines.
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes.
Run Hours	Record number of hours ran.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check the structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that the ladder system is secured to the tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check the paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to the tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.

TOWER CHECKLIST – LEVEL 1	
Concrete Condition	
Tower Base	Check for chips or cracks.

PRIMARY SITE CHECKLIST – LEVEL 2	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on the core security management server were updated within two weeks of current date.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
Verify Redundant Zone Controllers (ZC)	Perform ZC switchover. Coordinate with Customer to switch from ZC1 to ZC2 and back again.
Active Directory	Verify directory by running domain controller diagnostics (dcdiag), domain replication test (repadmin), and DNS diagnostics utility (dnslint).

PRIMARY SITE CHECKLIST – LEVEL 2	
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.

PRIMARY SITE CHECKLIST – LEVEL 2	
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Firewalls	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Verify System software Installed	Verify software versions installed on the system. Document any changes.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

PRIMARY SITE CHECKLIST – LEVEL 2	
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 2	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.

DISPATCH SITE CHECKLIST – LEVEL 2	
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm the monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of the current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.

DISPATCH SITE CHECKLIST – LEVEL 2	
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).

DISPATCH SITE CHECKLIST – LEVEL 2	
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
IRR Setup Parameters	Check IRR set-up parameters, audio card set-up, and level adjustments.
Paging Controls	Confirm all paging controls are functional, including third-party encoders if covered by maintenance contract.
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm the client computer is fully operational (if applicable).
Event Logs	Pull event logs and review for major errors.
Hard Drive Backup	Create backup of drive for offsite storage.
Memory Usage	Check memory usage.
Application Logs and Alerts	Review built in application logs and alerts.
Hard Drive Usage	Check available space, ensure there is a minimum of 10%.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Paging Tones	Confirm tone sequences and paging operations.

DISPATCH SITE CHECKLIST – LEVEL 2	
Logging Equipment Tests	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review the alarm system on all logging equipment for errors.

DISPATCH SITE CHECKLIST – LEVEL 2	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
Playback Station (Motorola Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 2	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.
PM Optimization Workbook (See Section 4.1.9.5: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST – LEVEL 2	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.

MOSCAD CHECKLIST – LEVEL 2	
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Windows Event Logs	Review Microsoft Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any are found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.
Verify System software Installed	Verify software versions installed on the system. Document any changes.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Windows Event Logs	Review Microsoft Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any are found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Microsoft Windows by Motorola, has been installed.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any are found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to the Customer server.
Verify System software Installed	Verify software versions installed on the system. Document any changes.

FACILITIES CHECKLIST – LEVEL 2	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check the exterior of the building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check the landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Rollover and Rollback of UPS and Generator	Verify automatic switch to backup power when main power fails.
Battery voltage checks	Verify, check and measure battery voltages.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.

FACILITIES CHECKLIST – LEVEL 2	
Oil	Check the oil dipstick for the proper level. Note the condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is the generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
Verify rollover and rollback	Verify automatic switch to backup power when main power fails.
HVAC	
Air Filter	Check the air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that the outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

MICROWAVE CHECKLIST – LEVEL 2	
General	
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.
Backhaul Monitoring	Monitor UEM status, including alarms, logs, and events, for all links. If UEM not used to monitor microwaves, then use an approved vendor-provided microwave alarm management server.
Radio	
Alarms	Check alarm and event history.
Software	Verify version of application.
TX Frequency	Verify transmit frequency.
TX Power	Verify transmit power.
RX Frequency	Verify receive frequency.
RX Signal Level	Verify receive signal level and compare with install baseline documentation.
Save configuration	Save current configuration for off-site storage.
Waveguide	
Visual Inspection	Inspect for wear or dents from ground using binoculars.
Connection Verification	Verify all connections are secured with proper hardware from ground using binoculars.
Dehydrator	
Visual Inspection	Inspect the moisture window for proper color.

MICROWAVE CHECKLIST – LEVEL 2	
Pressure Verification	Verify pressure of all lines.
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes.
Run Hours	Record number of hours ran.

TOWER CHECKLIST – LEVEL 2	
Structure Condition	
Rust	Check the structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that the ladder system is secured to the tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check the paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to the tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

4.1.9.5 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

4.1.10 Microwave and MPLS Tested Vendor Product Monitoring-(Not Included)

Microwave and MPLS Tested Vendor Product Monitoring provides continuous real-time “endpoint” event monitoring, directing the Customer’s attention to potential disruptions to new or existing individual ASTRO 25 backhaul elements, such as MPLS routers and microwave radios.

4.1.10.1 Description of Service

Motorola’s Microwave and MPLS Tested Vendor Product Monitoring service provides real-time “endpoint” event monitoring of backhaul links. Microwave and MPLS Tested Vendor Product Monitoring uses sophisticated tools for remote detection and classification of events on the Customer’s backhaul network. Select third-party network elements from vendors such as Nokia, Juniper, Aviat, and MNI, are integrated into Motorola’s event management system, as referenced in Table 4-18: Standard Monitored Backhaul Network Elements. When an event is detected, Motorola will determine the status of the impacted backhaul element and dispatch the Field Service Technician (Servicer) to respond to and remediate the issue.

Microwave and MPLS Tested Vendor Product Monitoring aims to reduce or avoid network downtime through three elements:

- Simplifying the remediation process for lost critical and redundant site links, so any downtime from failure is reduced by monitoring the endpoints of the links and detecting indications that a failure has occurred.
- Setting the right rules and thresholds, so “False Positive Events” can be avoided on the path bounces, identifying which events need to be addressed.

4.1.10.2 Scope

Motorola monitors the status of the Customer’s site connectivity 24 hours a day, seven days a week via ASTRO 25 backhaul network elements. Motorola’s tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoint.

Motorola defines detected events based on what backhaul elements they impact. Motorola monitors for the following types of incidents:

- Loss of primary or redundant link.
- Failed site information.
- Physical link degradation information.
- Failure of the Microwave radio, MPLS router, or a subcomponent of either.

When an event is detected and classified, Motorola will notify and dispatch the Customer’s Servicer to resolve the issue.

4.1.10.3 Prerequisites

- 7.17.3 ASTRO 25 System release or beyond.
- ASTRO 25 Network Event Monitoring Service.
- Existing or newly procured Microwave or MPLS equipment with relevant spares. Refer to Table 4-18: Standard Monitored Backhaul Network Elements for a list of supported backhaul elements.
- The latest approved and configured model of the Motorola Backhaul Management Firewall.
- Equipment to be monitored is of the minimum firmware/software version to support the required Simple Network Management Protocol (SNMP) implementation for Unified Endpoint Management (UEM) integration.
- In some cases, a proxy application is required between the network element and UEM (such as Aviat ProVision). This must be procured by the customer and have the appropriate software version and feature license.

4.1.10.4 Inclusions

Microwave and MPLS Tested Vendor Product Monitoring is available for the primary and redundant backhaul links within the Customer’s ASTRO 25 radio network.

Motorola Responsibilities

- Use concurrent connectivity through the network connection established to support Network Event Monitoring.

- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor backhaul link endpoints continuously 24 hours per day, 7 days per week.
- Create incident tickets, when necessary, in accordance with Section 4.1.10.6: Microwave and MPLS Tested Vendor Product Monitoring Priority Level Definitions and Response Times. Identify and classify the link associated with the incident.
- Dispatch the Customer's Servicer when necessary and maintain communications with the Customer until the incident is resolved. Provide updates in accordance with the agreed frequency documented in the CSP, until resolution.
- Motorola's CSM shall validate quotes and execute separately procured third-party maintenance contracts.
- Motorola's Field or Network Solution Architects may provide initial configuration or provisioning assistance to enable this service.

Limitations and Exclusions

- The Microwave and MPLS Tested Vendor Product Monitoring service is limited to monitoring the individual backhaul elements, as listed in Table 4-18: Standard Monitored Backhaul Network Elements, within the ASTRO 25 radio network where the primary and redundant backhaul links terminate.
- This service does not include Network Element Repair, Replacement, or Remote Technical Support. The Customer will be responsible to acquire a maintenance contract from the tested vendors or Motorola.
- Motorola is not responsible for system performance faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola.
- Motorola reserves the right to adjust the price of the Microwave and MPLS Tested Vendor Product Monitoring service if it is found that the Customer's backhaul network exhibits excessive demand due to:
  - Out of Support and/or End of Life (EOL) backhaul equipment.
  - The Customer and/or backhaul vendor has made changes to the backhaul network outside the agreed Change Management process.
- Microwave and MPLS Tested Vendor Product Monitoring is available for ASTRO 25 systems at release 7.17.3 or later, in the United States and Canada only.
- New backhaul elements or backhaul elements that undergo significant software changes or upgrades require a minimum of 28 days to incorporate into Microwave and MPLS Tested Vendor Product Monitoring Service.

Customer Responsibilities

- Provide Motorola with continuous remote access to enable the monitoring service.
- If the network element requires a software or firmware upgrade to address an issue that affects this service, the customer shall be responsible for the procurement and upgrade.
- Prior to the start of service, provide Motorola with pre-defined customer information and preferences necessary to complete the CSP, including:
  - Name and contact information of the Servicer under contract.
  - Obtain permission for Motorola to act on the Customer's behalf to contact the Customer's Servicer and dispatch such Servicer to respond to events.

  - Coordinate testing between the Customer's transmission supplier, Servicer, and Motorola prior to operational acceptance.
  - Keep the Customer's backhaul network up to date, applying recent patches and replacing unsupported backhaul elements as needed.
  - Submit timely changes in any information supplied to Motorola and included in the CSP to the CSM and in accordance with the Change Management process.
  - Act as a point of escalation for Motorola in the event the backhaul Servicer(s) is, in Motorola's reasonable opinion, unresponsive, slow to respond, or lacks the urgency or capability to resolve incidents.
- Notify Motorola, in accordance with the Change Management process, when the Customer or Servicer performs any activity that affects the system. Activities that affect the system may include, but are not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.
- Provide Motorola with accounts and passwords, separate from the Customer's accounts and passwords, to allow Motorola to request service support or initiate a response to a technical issue from the Customer's Servicer.
- Pay additional support charges above and beyond the contracted service rates that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters.
- Obtain any third-party consents or licenses required to enable Motorola to provide the monitoring service.
- Cooperate with Motorola, and perform acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- Prior to service onboarding, inform Motorola if the Customer needs Microwave and MPLS Tested Vendor Product Monitoring coverage for backhaul elements not listed in Section 4.1.10.5: Monitored Backhaul Network Elements.
  - Provide Motorola with MIB files necessary for Motorola to configure new backhaul elements at least 28 days before monitoring needs to commence.

4.1.10.5 Monitored Backhaul Network Elements

The Microwave and MPLS Tested Vendor Product Monitoring service supports the models listed in Table 4-18: Standard Monitored Backhaul Network Elements. Motorola can configure monitoring for these backhaul elements. To monitor any backhaul elements not listed in this table, the Customer will need to request vetting and approval by Motorola product and services teams prior to service onboarding. A minimum of 28 days is required to vet and configure new backhaul elements using MIB files provided by the Customer.

Table 4-18: Standard Monitored Backhaul Network Elements

Vendor	Model #	Type	Software Version	Release Alignment
Nokia	7705 SAR-8	MPLS Router	TiMOS R8.9 and up	7.17.3 +
Nokia	7705 SAR-18	MPLS Router	TiMOS R8.9 and up	7.17.3 +
Nokia	7705 SAR A	MPLS Router	TiMOS R8.9 and up	7.17.3 +
Nokia	7705 SAR A + T1	MPLS Router	TiMOS R8.9 and up	7.17.3 +

Vendor	Model #	Type	Software Version	Release Alignment
Nokia	7705 SAR M	MPLS Router	TiMOS R8.9 and up	7.17.3 +
Nokia	7705 SAR M + T1	MPLS Router	TiMOS R8.9 and up	7.17.3 +
Nokia	9500 MPR	Microwave Radio	n/a - decoupled	7.17.3 +
Nokia	Wavence	Microwave Radio	n/a - decoupled	7.17.3 +
Nokia	TSM8000	Element Manager	Tsm8k R8	7.17.3 +
Juniper	Juniper MX5	MPLS Router	Junos R15.1 and up	7.17.3 +
Juniper	Juniper MX80	MPLS Router	Junos R15.1 and up	7.17.3 +
Juniper	Juniper MX104	MPLS Router	Junos R15.1 and up	7.17.3 +
Juniper	Juniper MX150	MPLS Router	Junos R15.1 and up	7.17.3 +
Juniper	Juniper MX204	MPLS Router	Junos R15.1 and up	7.17.3 +
Juniper	Juniper ACX1100	MPLS Router	Junos R15.1 and up	7.17.3 +
Aviat	Pro Vision	Element Manager	R 7.8.1.34+	7.17.3 +
Aviat	Eclise Microwave	Microwave Radio	n/a - decoupled	7.17.3 +
Microwave Networks	Proteus-MX, MXD	Microwave Radio	R 3.E	7.17.3 +
NEC	Ipasolink I250, I650	Microwave Radio	Any	7.17.3 +

4.1.10.6 Microwave and MPLS Tested Vendor Product Monitoring Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
High P2	▪ **Core**: Core server or link failures. Redundant server or link available. ▪ **Consoles**: Between 20% and 40% of a site's console positions down. ▪ **Sites/Subsites**: One RF site or up to 10% of RF sites down, whichever is greater. ▪ **Conventional Channels**: Up to 50% of CCGWs down. Redundant gateways available. ▪ **Network Elements**: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.
Medium P3	▪ **Consoles**: Up to 20% of a site's console positions down. ▪ **Conventional Channels**: Single channel down. Redundant gateway available. ▪ **Network Elements**: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.

Critical P1 and Low P4 incidents do not apply to the Microwave and MPLS Tested Vendor Product Monitoring Service.

Section 5

Priority Level Definitions and Response Times

Table 5-1: Priority Level Definitions and Response Time describes the criteria Motorola uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 5-1: Priority Level Definitions and Response Time

Incident Priority	Incident Definition	Initial Response Time	On-Site Response Time
Critical P1	▪ **Core:** Core server or core link failure. No redundant server or link available. ▪ **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. ▪ **Consoles:** More than 40% of a site's console positions down. ▪ **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. ▪ **Security Features:** Security is non-functional or degraded. ▪ **Alarm Events:** Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	▪ **Core:** Core server or link failures. Redundant server or link available. ▪ **Consoles:** Between 20% and 40% of a site's console positions down. ▪ **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. ▪ **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. ▪ **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	▪ **Consoles:** Up to 20% of a site's console positions down. ▪ **Conventional Channels:** Single channel down. Redundant gateway available. ▪ **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-Site Response Time
Low P4	▪ **Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola will acknowledge and respond within 1 Business Day.	Not applicable.

Appendix 1: ASTRO 25 Remote Security Update Coverage

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain, Development Services Director**

MEETING: **September 15, 2025**

SUBJECT:

ETJ Release Petition for 2787 SW Hulen ST (Case 25-256): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 11.811 acres of land addressed as 2787 SW Hulen ST. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On August 29, 2025, a petition was submitted by James D. Bennett Jr. to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 11.811 acres of land addressed as 2787 SW Hulen ST as shown on the attached Exhibit 2. The property is currently under a development agreement 14-DA-21 (attached as Exhibit 4).

RECOMMENDATION:

S.B. 2038 is being constitutionally challenged, recommend taking no action.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

September 14, 2014: Development Agreement signed by property owner(s).

REFERENCE:

88(R) SB 2038 - Senate Committee Report version - Bill Text (texas.gov)

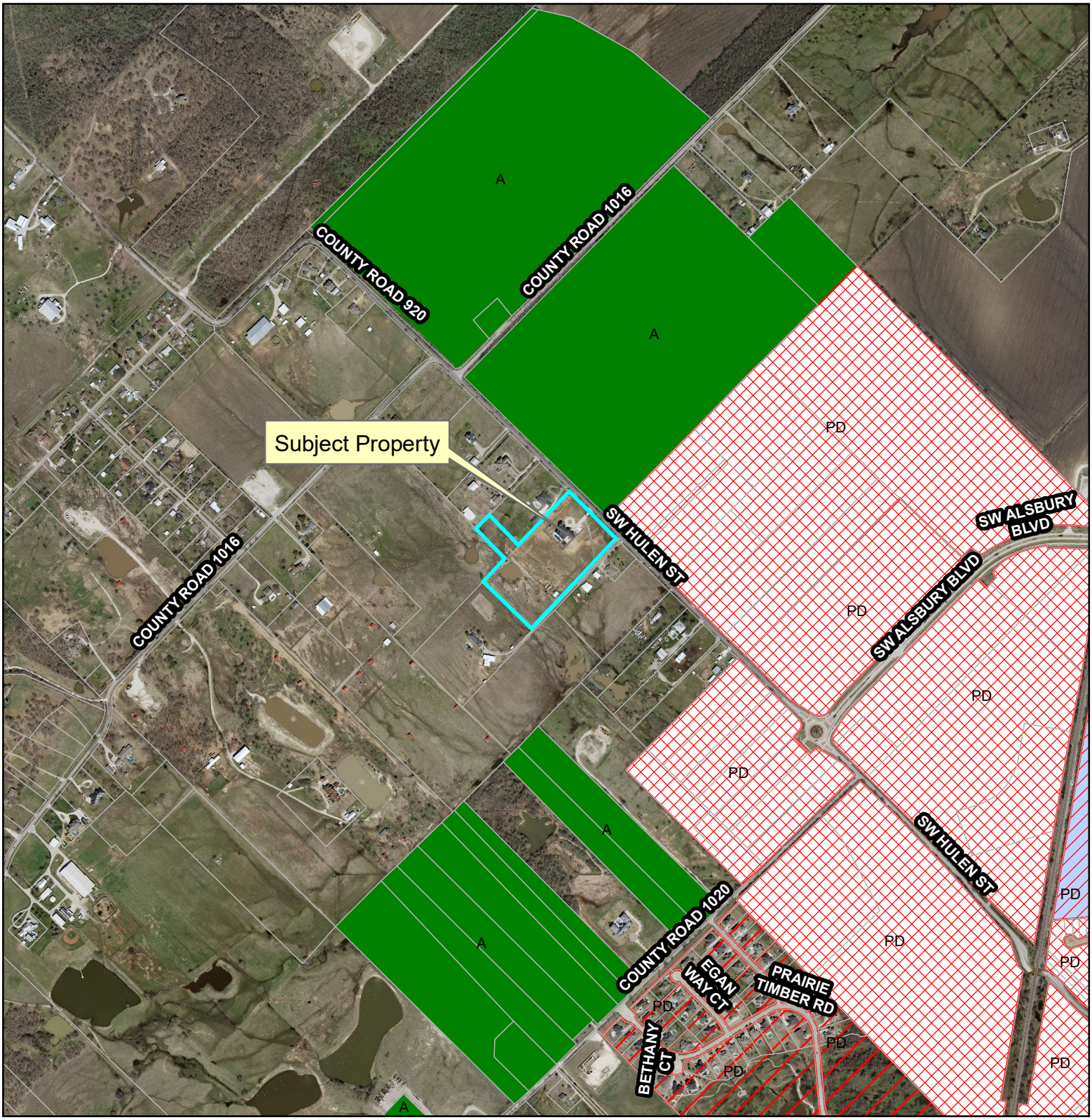
FISCAL IMPACT:

None.

STAFF CONTACT:

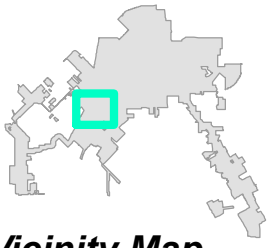
Tony McIlwain
Development Services Director

tmcilwain@burlesontx.com
817-426-9684



2787 SW Hulen
ETJ Release Petition
Case 25-256

THE CITY OF BURLESON TEXAS



Vicinity Map

THE CITY OF
BURLESON
TEXAS

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER	
Applicant or Authorized Agent	Owner
Name: James D. Bennett Jr.	Name: James D. Bennett Jr.
Company::	Company:
Address:: 2787 SW Hulen St. Burleson, TX 76028	Address:: 2787 SW Hulen St. Burleson, TX 76028
Telephone: 817-205-1439	Telephone: 817-205-1439
Email: jdbtowing@gmail.com	Email: jdbtowing@gmail.com
Signature:	Signature:

SITE INFORMATION	
Number of properties within the area to be released:	2 tracts of land
General location or address of area to be released:	2787 SW Hulen St. Burleson TX 76028
Total Acres to be released:	~~11.76~~ 10.81 ± 1
County of Request	Johnson

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)	
	Completed Application
	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson. **Owners signature required:** _____

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
466-65-4896 2787 SW Hulen St. Burleson, TX 76028		State of TEXAS County of TARRANT The instrument was signed or acknowledged before me on 8/28/25 By James Bennett, Jr. Print name of signer(s) CHRISTINA JEAN PATTON Notary Public, State of Texas Comm. Expires 04-27-2027 Notary ID 130205080 Notary Signature
		State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature

EXHIBIT A
LEGAL DESCRIPTION

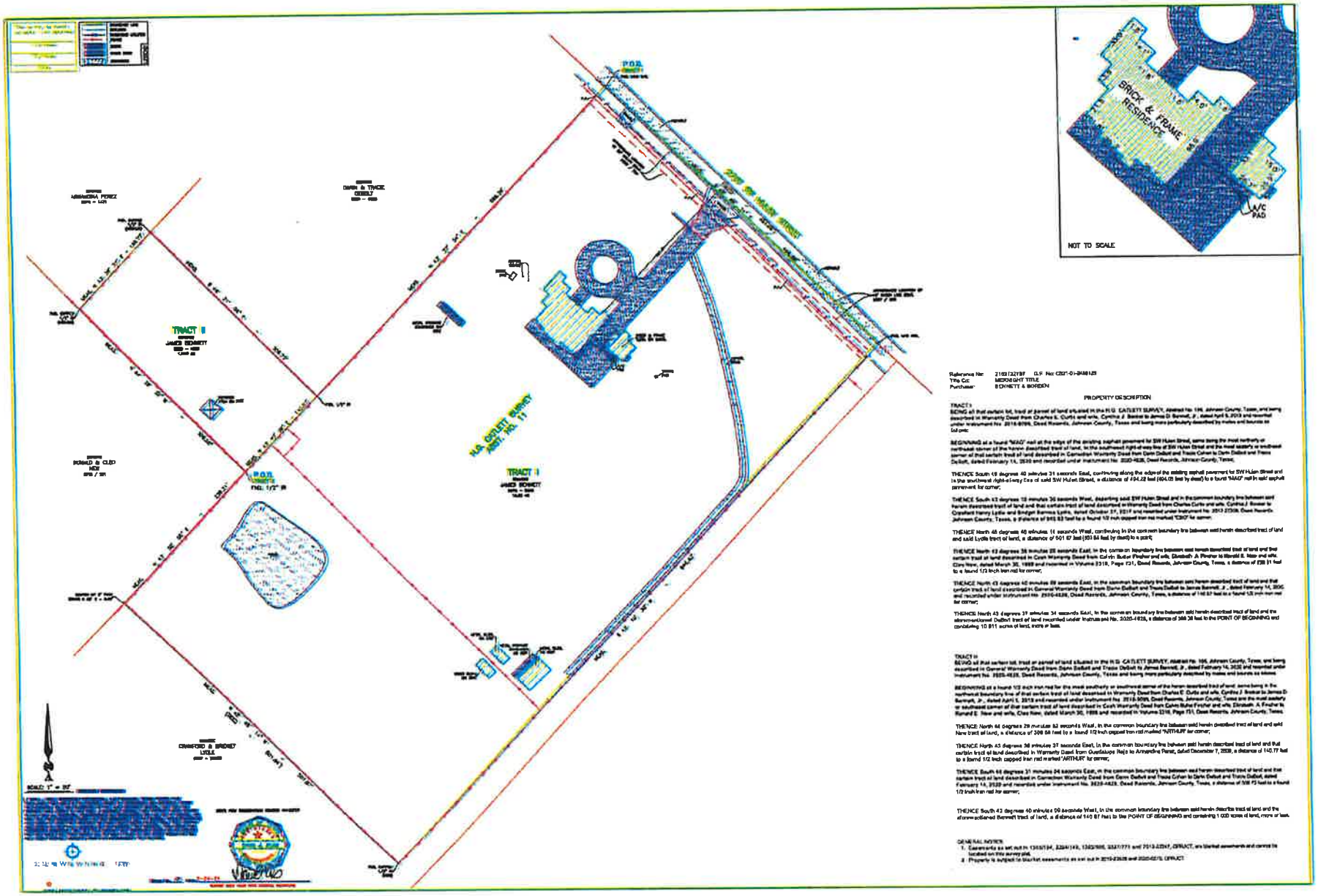
TRACT I:
BEING all that certain lot, tract or parcel of land situated in the H.G. CATLETT SURVEY, Abstract No. 11, Johnson County, Texas, and being described in Warranty Deed from Charles E. Curtis and wife, Cynthia J. Booker to James D. Bennett, Jr., dated April 5, 2018 and recorded under Instrument No. 2018-9099, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:
BEGINNING at a found "MAG" nail at the edge of the existing asphalt pavement for SW Hulen Street, same being the most northerly or northeast corner of the herein described tract of land, in the southwest right-of-way line of SW Hulen Street and the most easterly or southeast corner of that certain tract of land described in Correction Warranty Deed from Darin DeBolt and Tracie Cohen to Darin DeBolt and Tracie DeBolt, dated February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas;
THENCE South 45 degrees 49 minutes 31 seconds East, continuing along the edge of the existing asphalt pavement for SW Hulen Street and in the southwest right-of-way line of said SW Hulen Street, a distance of 494.28 feet (494.08 feet by deed) to a found "MAG" nail in said asphalt pavement for corner;
THENCE South 43 degrees 10 minutes 30 seconds West, departing said SW Hulen Street and in the common boundary line between said herein described tract of land and that certain tract of land described in Warranty Deed from Charles Curtis and wife, Cynthia J. Booker to Crawford Henry Lydle and Bridget Bernice Lydle, dated October 27, 2017 and recorded under Instrument No. 2017-27208, Deed Records, Johnson County, Texas, a distance of 945.83 feet to a found 1/2 inch capped iron rod marked "CBG" for corner;
THENCE North 45 degrees 48 minutes 14 seconds West, continuing in the common boundary line between said herein described tract of land and said Lydle tract of land, a distance of 501.87 feet (501.64 feet by deed) to a point;
THENCE North 43 degrees 38 minutes 05 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Cash Warranty Deed from Calvin Butler Fincher and wife, Elizabeth A. Fincher to Ronald E. New and wife, Cleo New, dated March 30, 1999 and recorded in Volume 2318, Page 731, Deed Records, Johnson County, Texas, a distance of 238.31 feet to a found 1/2 inch iron rod for corner;
THENCE North 43 degrees 40 minutes 09 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in General Warranty Deed from Darin DeBolt and Tracie DeBolt to James Bennett, Jr., dated February 14, 2020 and recorded under Instrument No. 2020-4629, Deed Records, Johnson County, Texas, a distance of 140.87 feet to a found 1/2 inch iron rod for corner;
THENCE North 43 degrees 37 minutes 34 seconds East, in the common boundary line between said herein described tract of land and the aforementioned DeBolt tract of land recorded under Instrument No. 2020-4628, a distance of 566.36 feet to the POINT OF BEGINNING and containing 10.811 acres of land, more or less.

TRACT II:
BEING all that certain lot, tract or parcel of land situated in the H.G. CATLETT SURVEY, Abstract No. 11, Johnson County, Texas, and being described in General Warranty Deed from Darin DeBolt and Tracie DeBolt to James Bennett, Jr., dated February 14, 2020 and recorded under Instrument No. 2020-4629, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:
BEGINNING at a found 1/2 inch iron rod for the most southerly or southwest corner of the herein described tract of land, same being in the northwest boundary line of that certain tract of land described in Warranty Deed from Charles E. Curtis and wife, Cynthia J. Booker to James D. Bennett, Jr., dated April 5, 2018 and recorded under Instrument No. 2018-9099, Deed Records, Johnson County, Texas and the most easterly or southeast corner of that certain tract of land described in Cash Warranty Deed from Calvin Butler Fincher and wife, Elizabeth A. Fincher to Ronald E. New and wife, Cleo New, dated March 30, 1999 and recorded in Volume 2318, Page 731, Deed Records, Johnson County, Texas;
THENCE North 44 degrees 29 minutes 52 seconds West, in the common boundary line between said herein described tract of land and said New tract of land, a distance of 309.58 feet to a found 1/2 inch capped iron rod marked "ARTHUR" for corner;
THENCE North 43 degrees 36 minutes 37 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Warranty Deed from Guadalupe Rojo to Armandina Perez, dated December 7, 2009, a distance of 140.77 feet to a found 1/2 inch capped iron rod marked "ARTHUR" for corner;

EXHIBIT A
(Continued)

THENCE South 44 degrees 31 minutes 04 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Correction Warranty Deed from Darin DeBolt and Tracie Cohen to Darin DeBolt and Tracie DeBolt, dated
February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas, a distance of 309.72 feet to a found 1/2 inch iron rod for corner;
THENCE South 43 degrees 40 minutes 09 seconds West, in the common boundary line between said herein describe tract of land and the aforementioned Bennett tract of land, a distance of 140.87 feet to the POINT OF BEGINNING and containing 1.000 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



Reference No: 21837237BF G.F. No: CS21-01-34481JS
Title Co: MIDNIGHT TITLE
Purchaser: BENNETT & BORDEN

PROPERTY DESCRIPTION

TRACT I
BEING all that certain lot, tract or parcel of land situated in the H.S. CATLETT SURVEY, Abstract No. 186, Johnson County, Texas, and being described in Warranty Deed from Charles E. Curtis and wife, Cynthia J. Bednar to James D. Bennett, Jr., dated April 5, 2013 and recorded under Instrument No. 2013-8396, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found "MAG" nail at the edge of the existing asphalt pavement for SW Huen Street, same being the most northerly or northeast corner of the herein described tract of land, in the southwest right-of-way line of SW Huen Street and the most easterly or southeast corner of that certain tract of land described in Correction Warranty Deed from Dam Dalbot and Tracie Cohen to Dam Dalbot and Tracie Dalbot, dated February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas;

THENCE South 48 degrees 40 minutes 31 seconds East, continuing along the edge of the existing asphalt pavement for SW Huen Street and in the southwest right-of-way line of said SW Huen Street, a distance of 494.22 feet (494.05 feet by deed) to a found "MAG" nail in said asphalt pavement for corner;

THENCE South 43 degrees 12 minutes 36 seconds West, departing said SW Huen Street and in the common boundary line between said herein described tract of land and that certain tract of land described in Warranty Deed from Charles Curtis and wife, Cynthia J. Bednar to Crayshard Harvey Lydle and Bridget Barrows Lydle, dated October 27, 2017 and recorded under Instrument No. 2017-21306, Deed Records, Johnson County, Texas, a distance of 845.83 feet to a found 1/2 inch capped iron rod marked "CBG" for corner;

THENCE North 46 degrees 46 minutes 11 seconds West, continuing in the common boundary line between said herein described tract of land and said Lydle tract of land, a distance of 901.87 feet (901.84 feet by deed) to a point;

THENCE North 43 degrees 36 minutes 28 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Cash Warranty Deed from Calvin Buster Fincher and wife, Elizabeth A. Fincher to Ronald E. Nave and wife, Clea Nave, dated March 30, 1988 and recorded in Volume 1218, Page 121, Deed Records, Johnson County, Texas, a distance of 238.31 feet to a found 1/2 inch iron rod for corner;

THENCE North 43 degrees 40 minutes 09 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in General Warranty Deed from Dam Dalbot and Tracie Dalbot to James Bennett, Jr., dated February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas, a distance of 116.87 feet to a found 1/2 inch iron rod for corner;

THENCE North 43 degrees 37 minutes 34 seconds East, in the common boundary line between said herein described tract of land and the aforementioned Dalbot tract of land recorded under Instrument No. 2020-4628, a distance of 368.38 feet to the POINT OF BEGINNING and containing 10.811 acres of land, more or less.

TRACT II
BEING all that certain lot, tract or parcel of land situated in the H.S. CATLETT SURVEY, Abstract No. 186, Johnson County, Texas, and being described in General Warranty Deed from Dam Dalbot and Tracie Dalbot to James Bennett, Jr., dated February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the most southerly or southwest corner of the herein described tract of land, same being in the northwest boundary line of that certain tract of land described in Warranty Deed from Charles E. Curtis and wife, Cynthia J. Bednar to James D. Bennett, Jr., dated April 5, 2013 and recorded under Instrument No. 2013-8396, Deed Records, Johnson County, Texas and the most easterly or southeast corner of that certain tract of land described in Cash Warranty Deed from Calvin Buster Fincher and wife, Elizabeth A. Fincher to Ronald E. Nave and wife, Clea Nave, dated March 30, 1988 and recorded in Volume 1218, Page 121, Deed Records, Johnson County, Texas;

THENCE North 46 degrees 29 minutes 52 seconds West, in the common boundary line between said herein described tract of land and said Nave tract of land, a distance of 308.58 feet to a found 1/2 inch capped iron rod marked "ARTHUR" for corner;

THENCE North 43 degrees 36 minutes 37 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Warranty Deed from Guadalupe Rejo to Armandina Perez, dated December 7, 2018, a distance of 140.77 feet to a found 1/2 inch capped iron rod marked "ARTHUR" for corner;

THENCE South 46 degrees 31 minutes 24 seconds East, in the common boundary line between said herein described tract of land and that certain tract of land described in Correction Warranty Deed from Dam Dalbot and Tracie Cohen to Dam Dalbot and Tracie Dalbot, dated February 14, 2020 and recorded under Instrument No. 2020-4628, Deed Records, Johnson County, Texas, a distance of 308.43 feet to a found 1/2 inch iron rod for corner;

THENCE South 43 degrees 40 minutes 09 seconds West, in the common boundary line between said herein described tract of land and the aforementioned Bennett tract of land, a distance of 140.87 feet to the POINT OF BEGINNING and containing 1.000 acres of land, more or less.

GENERAL NOTES:
1. Easements as set out in 1353/194, 2284/149, 1352/595, 2537/771 and 2013-23267, DRJAT, are blanket easements and cannot be located on this survey plat.
2. Property is subject to blanket easements as set out in 2015-2528 and 2020-4615, DRJAT.

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14-DA-21

STATE OF TEXAS §
COUNTY OF JOHNSON §

DEVELOPMENT AGREEMENT

This agreement is entered into pursuant to Sections 212.072 and 43.035 of the Texas Local Government Code (the "Code") between the City of Burleson, Texas (the "City") acting by and through its City Manager (or his designee), and CHARLES CURTIS AND CYNTHIA BOOKER (the "Owner"). The term "Owner" includes all owners of the Property.

WHEREAS, the Owner owns real property (the "Property") in Johnson County, Texas, more particularly and separately described in the attached Exhibit "A", which is located in the extraterritorial jurisdiction of the City; and

WHEREAS, the Owner desires to continue the current use of the Property and to remain outside of the City Limits, in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, it is the City's desire to permit the Owner to continue current use of the Owner's Property according to the terms of this Agreement without being annexed into the City; and

WHEREAS, the Property is eligible to be the subject of a development agreement under Sections 212.72 and 43.035 of the Texas Local Government Code; and

WHEREAS, this Agreement is entered into in lieu of involuntary annexation and in compliance with Sections 212.172 and 43.035 of the Code, in order to address the desires of the Owner and the procedures of the City; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective heirs, successors and assigns for the Term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1.
CONDITIONAL IMMUNITY FROM ANNEXATION

A. The City guarantees that it will not involuntarily or "force" annexation of the Property (the "guarantee of immunity from annexation"), nor institute proceedings to annex the property, nor charge City property taxes, for the term of this Agreement subject

to the provisions of this Agreement. If the Property is annexed pursuant to the terms of this Agreement, the City will provide services to the Property in accordance with a service plan in compliance with Chapter 43 of the Texas Local Government Code and consistent with the services provided to similarly situated properties existing in the city's limits.

B. This guarantee not to annex the Property will end should any of the events listed in Section 3 occur or if the Owner requests annexation to be completed prior to expiration of the Term of this Agreement.

SECTION 2.
REGULATION OF PROPERTY

A. Until such time the Property is annexed, the City will enforce all the City's regulations and planning authority approved by the City Council for the ETJ. The parties agree that, as of the effective date of this agreement, said enforcement and planning authority consists of:
   1. the Subdivision and Development Ordinance; and
   2. Ordinances prohibiting:
      (i) construction of a billboard(s); and
      (ii) possession, manufacture, storage, sale, handling and use of fireworks.

B. In no case will the City's enforcement of any regulations and planning authority materially interfere with the use of the Property for Agriculture, Wildlife Management or Timber Uses as such are defined by Chapter 23 of the Texas Property Code.

C. For purposes of this agreement, the following uses shall be consistent with the uses in paragraph B of this Section:
   1. A "residential homestead" as such is defined by Chapter 11 of the Tax Code; and
   2. Land used for single family residential purposes as defined by Section 23.25(a) of the Tax Code. For purposes of this agreement, a legal entity that is affiliated with the Owner (as cited in Paragraph (a)(2)(B)(iv) of 23.25) shall mean a family trust only.

D. The Owner may construct any building(s) consistent with the uses described in this section. Prior to initiation of construction, Owner shall obtain the City's written consent. The City's consent shall be limited to the question of whether or not the construction is or is not consistent with the uses described in this section.

SECTION 3.
EVENTS THAT TERMINATE IMMUNITY FROM ANNEXATION

The occurrence of any of the following events shall constitute a petition for voluntary annexation by the Owner and shall terminate the guarantee of immunity from annexation:

A. If the Owner files (with the City or any other governmental unit) any type of subdivision plat, development plat, or related development documents for the Property save and except for a plat or documents submitted in relation to the uses listed in Section 2, Paragraph C. above;

B. If the Owner commences or allows development and/or use of the Property in violation of this Agreement.

SECTION 4.
TERM

A. Subject to Section 3 of this Agreement, the term of this Agreement (the "Term") is fifteen (15) years from the date that the City Manager's (or designee's) signature to this Agreement is acknowledged by a public notary.

B. Upon expiration of the Term:
   1. Owner, Owner's heirs, successors and assigns shall be deemed to have filed a petition for voluntary annexation; and
   2. The City will institute and complete annexation proceedings for the Property; and
   3. Said annexation shall be a voluntary annexation under any applicable law now or then existing.

C. The Term may be extended for an additional period or periods of time (subject to the limitations of State law) by the City or by written agreement of the Parties.

D. Owner may, at any time, petition the City to voluntarily annex all or a portion of the Property prior to expiration of the Term.

SECTION 5.
GENERAL PROVISIONS

A. Notice. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City.

A copy of the notice required by this section shall be forwarded to the City at the following address:

City of Burleson, Texas
Attn: City Manager
Burleson City Hall
141 West Renfro
Burleson, Texas 76028-4261

B. Runs with Property. This Agreement shall run with the Property, shall be recorded in the real property records of Johnson County, Texas, and shall be binding on the Owner and the Owner's successors in title.

C. Severability. If a court of competent jurisdiction determines that any covenant or requirement of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

D. Enforcement; No Waiver. This Agreement may be enforced by the Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

E. Applicable Law. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

F. Venue. Venue for this Agreement shall be in Johnson County, Texas.

G. No Vested Rights. This Agreement shall not be construed as a permit for purposes of Chapter 245, Texas Local Government Code. Should annexation occur, the Owners hereby waive any vested rights they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any plat or construction any of the owners may initiate during the time between the expiration of this Agreement and the institution of annexation proceedings by the City.

H. Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

I. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2 and 3 herein.

J. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severally, to indemnify, hold harmless, and defend the City against any and all legal claims, by any persons claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

K. Zoning/Use Upon Annexation. The Property annexed pursuant to this Agreement will be zoned A - Agricultural District pursuant to the City's Code of Ordinances. Upon annexation, the Property owner reserves the right to continuing to use the Property in the Agricultural manner the Property was being used prior to annexation regardless of how the Property is ultimately zoned, in accordance with section

43.002 of the Texas Local Government Code, and Section 19 of the Burleson Zoning Ordinance.

Executed this 12th **day of** September, 20 14 **by Owner.**

Owner's Signature(s): Charles E Curtis

Owner's Printed Name(s): CHARLES E. CURTIS

STATE OF TEXAS §
COUNTY OF JOHNSON §

Before me, Benjamin A. Philips, on this day personally appeared Charles E. Curtis, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of September, 2014.

BENJAMIN ALEXANDER PHILIPS
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/15/2016

(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

43.002 of the Texas Local Government Code, and Section 19 of the Burleson Zoning Ordinance.

Executed this 12th **day of** September, **20** 14 **by Owner.**

Owner's Signature(s): Cynthia J Booker

Owner's Printed Name(s): Cynthia J Booker

STATE OF TEXAS §
COUNTY OF JOHNSON §

Before me, Benjamin A. Philips, on this day personally appeared Cynthia J. Booker, known to me, or through examination of a valid Texas Driver's License proven to be, the person(s) whose name(s) is/are subscribed to the foregoing instrument as Owner(s) and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12th day of September, 2014.

BENJAMIN ALEXANDER PHILIPS
NOTARY PUBLIC
State of Texas
Comm. Exp. 06/15/2016

(Notary Seal)

Benjamin A. Philips
Notary Public's Signature

Executed this 29 **day of** October, 20 14 **by City.**

City Representative Signature(s): _____

City Representative Printed Name: Paul Cain

City Representative Title: Deputy City Manager

STATE OF TEXAS §
COUNTY OF JOHNSON §

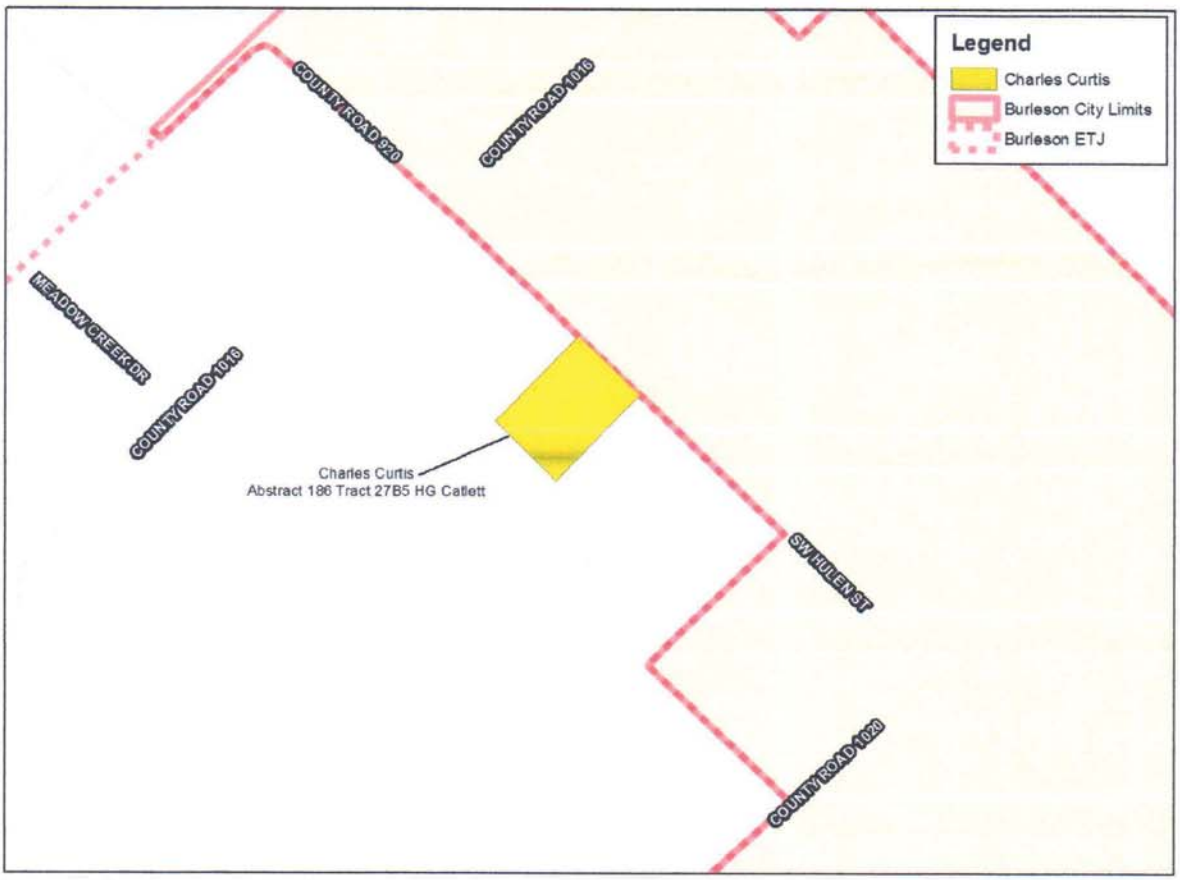
This instrument was acknowledged before me on the 29 day of October, 2014, by Paul Cain (name), Deputy City Manager (title), of the City of Burleson, Texas.

PEGGY FISHER
Notary Public, State of Texas
My Commission Expires
April 19, 2017

(Notary Seal)

Peggy Fisher
Notary Public's Signature

EXHIBIT A
PROPERTY DESCRIPTION



Geo Reference	Area	Case Manager	Legal Description	JCCAD Acres	Owner
126.0186.01630	2	Cain	Abstract 186 Tract 27B5 HG Catlett	9.44	Curtis Charles E



Johnson County
Becky Williams
County Clerk
Cleburne 76033

Instrument Number: 2014-24173

As

Recorded On: November 07, 2014 **Agreement**

Parties:

To

Billable Pages: 8

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Agreement	54.00
Total Recording:	**54.00**

********** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-24173

Receipt Number: 15580

Recorded Date/Time: November 07, 2014 12:25:55P

User / Station: M Davis - CCL42

Record and Return To:

CITY OF BURLESON
CUSTOMER PICKUP
BURLESON TX 76028

THE COUNTY OF JOHNSON STATE OF TEXAS

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Johnson County, Texas.

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color race is invalid and unenforceable under Federal law.

Becky Williams

BECKY WILLIAMS, COUNTY CLERK
JOHNSON COUNTY, TEXAS

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain, Development Services Director**

MEETING: **September 15, 2025**

SUBJECT:

1161 SW Wilshire BLVD (Case 25-099): Consider and take possible action on a resolution for a Commercial Site Plan with waivers to Chapter 63, Sign Regulations, Section 63-36; pertaining to a roof sign, the number of poster signs and Chapter 86, Landscaping, Trees and Vegetation, Section 86-109; pertaining to landscaping of parking lots. *(Staff Contact: Tony McIlwain, Development Services Director) (Note: City Council Agenda was posted prior to this item being heard by the Planning and Zoning Commission)*

SUMMARY:

On March 31, 2025, an application for a commercial site plat with variances was submitted by Anna Carrillo with Carrillo Engineering LLC. (applicant), on behalf of the City of Burleson (owners) to allow for the expansion and renovation of the Police Headquarters.

DEVELOPMENT OVERVIEW:

The owners are proposing a renovation of the existing building and construction of a new facility to the east of the existing structure. The commercial site plan has been attached as part of the proposed resolution, “Exhibit 3”. The applicant has concurrently requested variances to allow for a roof sign where none is allowed, two poster signs on the same elevation where only one is allowed and to provide parking areas with more than 12 spaces without the required landscaping islands.

If the sign and landscaping variances are not approved by City Council, then the applicant shall submit a revised commercial site plan to staff reflecting the approved or disapproved resolution(s) related to the requested sign and landscaping variances. The commercial site plan amendment will not be approved by staff until all conditions relating to all Council approved resolutions have been met.

Site Plan Conformance

Required	***Staff's Findings***
Lot Size, Coverage and Setbacks Specific lot information as shown on site plan	**Complies**. Site plan is in compliance with all development regulations with the exception of the sign and landscaping variance request.
Landscaping - 20% of Total Site shall be landscaped: 65,880 S.F. Landscaping for parking lots (interior): 162 S.F for each 12 parking spaces. 3,348 S.F. Required	**Does not Comply** Landscaping proposed: 73,202 S.F. **Parking Lot Landscaping Provided: 2,800 S.F.**
Roof Signs- Prohibited Wall Signs (poster signs) – One per elevation	**Does not Comply** **Request a variance for a roof sign, 2 poster signs on one elevation.**
Parking Requirement - 1 space per 200 SF: 267 spaces 7 ADA spaces	**Complies.** Parking provided: 349 spaces ADA spaces: 14 spaces

Engineering:

Engineering civil construction reviews will be required prior to the development of the site

RECOMMENDATION:

Approve a resolution for a commercial site plan with variances to Chapter 63 and Chapter 86.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

REFERENCE:

https://ecode360.com/39933921

https://ecode360.com/39936793

FISCAL IMPACT:

NA

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

CSP25-099

CITY COUNCIL – 9.15.25

TONY D. MCILWAIN, DEVELOPMENT SERVICES DIRECTOR

CSP25-099 – 1161 SW Wilshire

Location:

- 1161 SW Wilshire BLVD

Applicant:

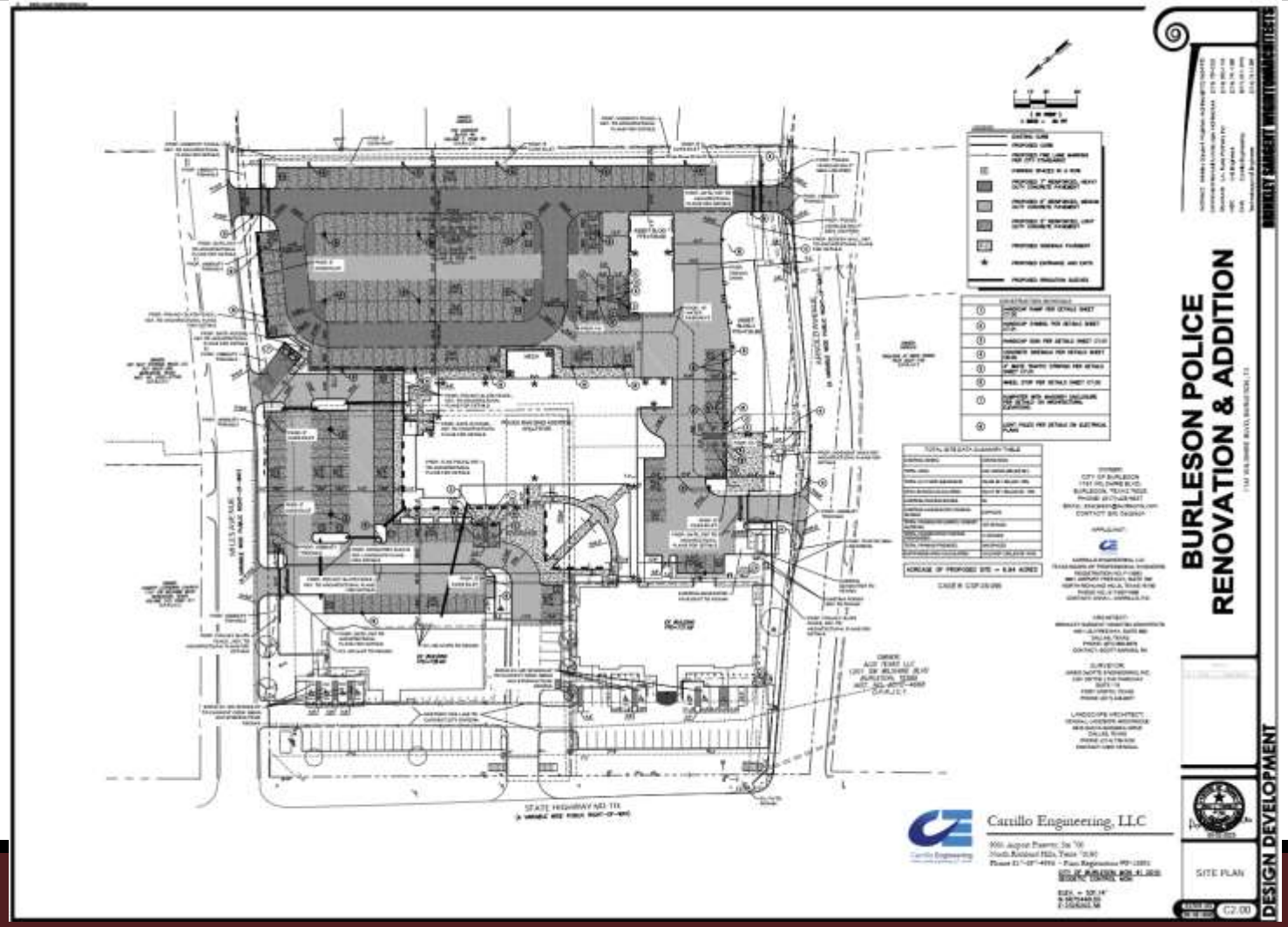
- Anna Carrillo (Applicant)
- City of Burleson (Owners)

Item for approval:

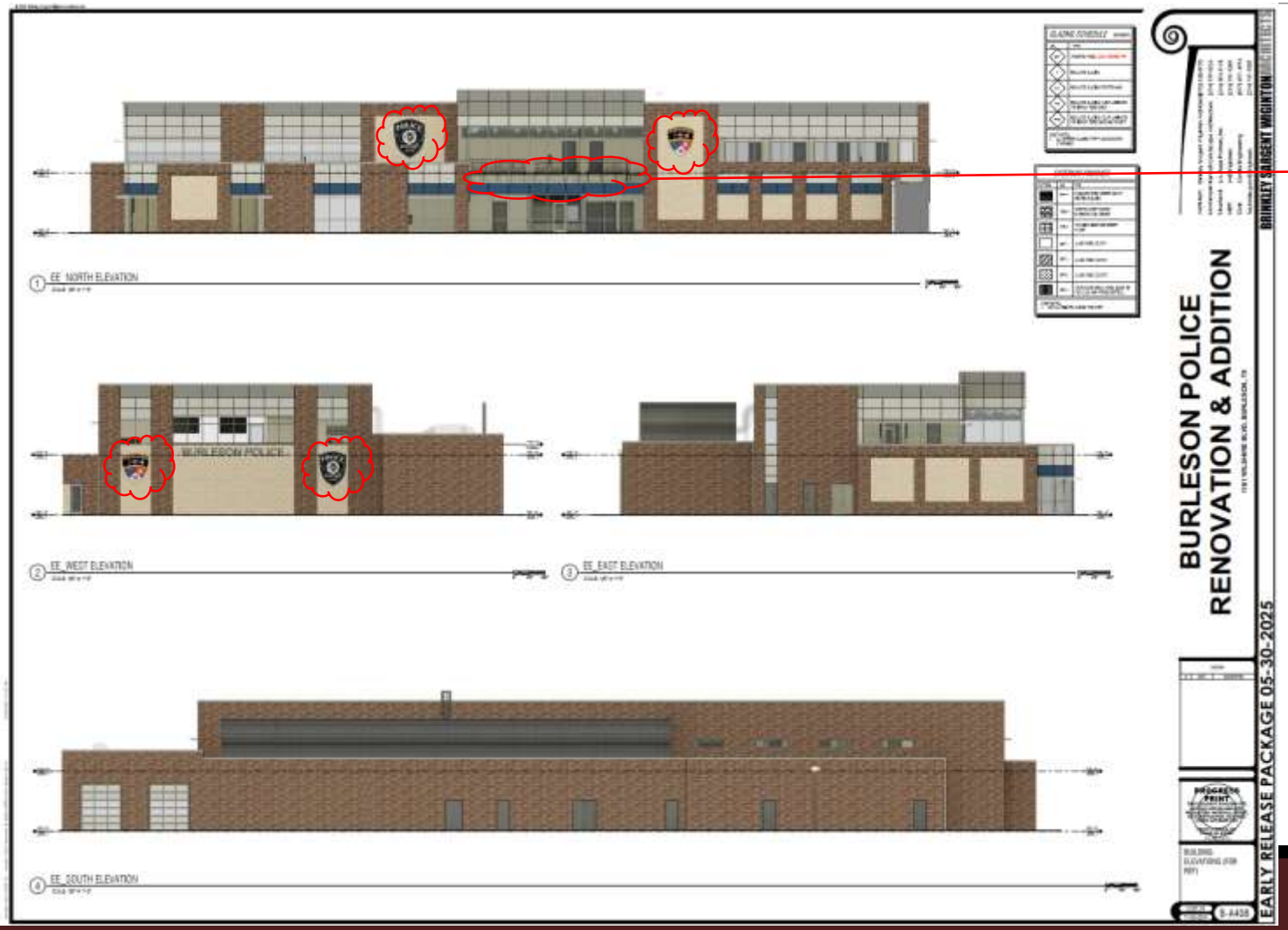
Commercial Site Plan with variances to the sign and landscaping requirements (Case 25-099)

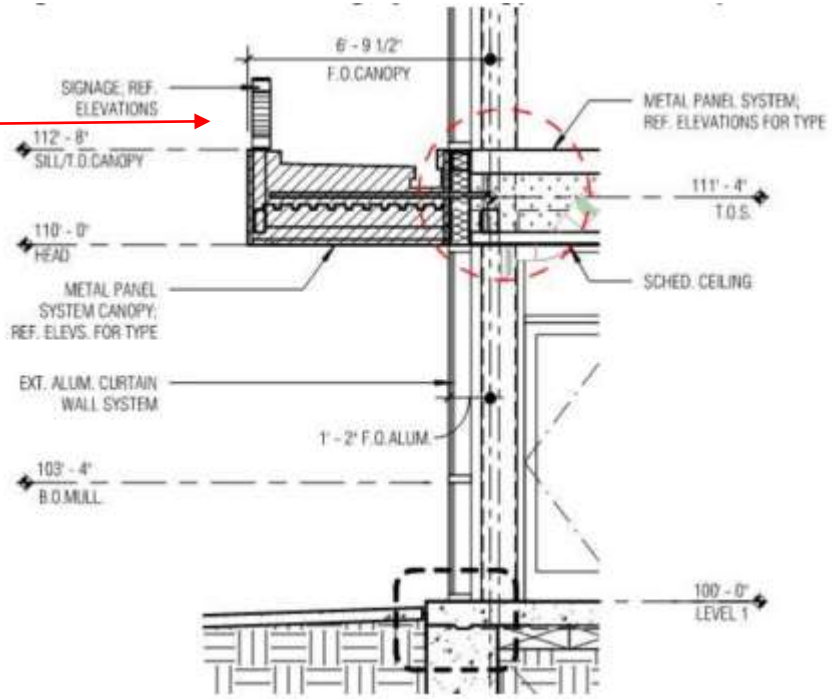


CSP25-099 – 1161 SW Wilshire

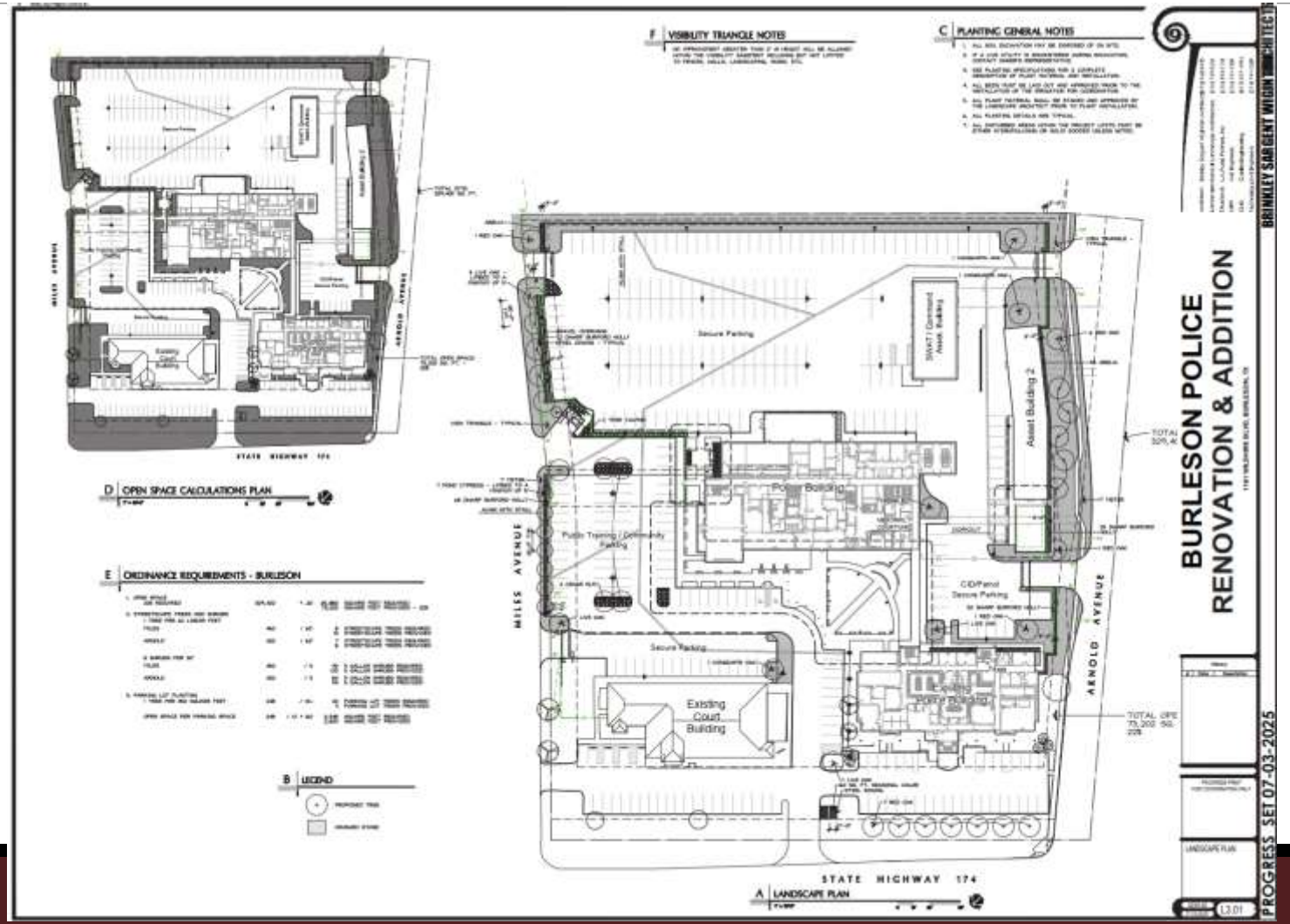


CSP25-099 – 1161 SW Wilshire





CSP25-099 – 1161 SW Wilshire



CSP25-099– 1161 SW Wilshire

Chapter 63 Sign Regulations:

- 63-11 Prohibited Signs.
  - (19) Roof Signs as defined in section 63-20 of this chapter.
    - 63-20: ROOF SIGN
      - A wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy. Lot size: 1 acre minimum.
- 63-36 Poster Sign:
  - (c) Number of Signs. One per elevation per certificate of occupancy.

Chapter 86 Landscaping, Tree and Vegetation

- 86-109 Landscaping of parking lots.
  - (g) Parking lot Interior:
    - (2) Developments with five acres or greater shall provide a 162 square-foot landscaped island for each 12 parking spaces

CSP25-099– 1161 SW Wilshire

Site Plan Conformance

Required	***Staff's Findings***
Lot Size, Coverage and Setbacks Specific lot information as shown on site plan	**Complies**. Site plan is in compliance with all development regulations with the exception of the sign and landscaping variance request.
Landscaping - 20% of Total Site shall be landscaped: 65,880 S.F. Landscaping for parking lots (interior): 162 S.F for each 12 parking spaces. 3,348 S.F. Required	**Does not Comply** Landscaping proposed: 73,202 S.F. **Parking Lot Landscaping Provided: 2,800 S.F.**
Roof Signs- Prohibited Wall Signs (poster signs) – One per elevation	**Does not Comply** **Request a variance for a roof sign, 2 poster signs on one elevation.**
Parking Requirement - 1 space per 200 SF: 267 spaces 7 ADA spaces	**Complies.** Parking provided: 349 spaces ADA spaces: 14 spaces

CSP25-099 – 1161 SW Wilshire

Planning and Zoning Recommendation:

- City Council Agenda was posted prior to this item being heard by the Planning and Zoning Commission. Staff will provide an update on the Planning and Zoning Commission's recommendation at the Council meeting.

Staff Recommendation:

- Staff supports an approval for the commercial site plan with variances to the sign and landscaping ordinances.





Approve

Deny

Questions / Comments

Emilio Sanchez
Development Services Deputy Director
esanchez@burlesontx.com
817.426.9686

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR APPROVAL OF A COMMERCIAL SITE PLAN FOR A BUILDING EXPANSION AND RENOVATION WITH VARIANCES TO CHAPTER 63, SIGN REGULATIONS; CHAPTER 86, LANDSCAPING, TREES AND VEGITATION RELATING TO POSTER SIGNS AND PARKING LOT LANDSCAPING AT 1161 SW WILSHIRE BLVD.

WHEREAS, the City of Burleson, Texas ("City"), 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, an application for commercial site plan with a variance related to poster signs and parking lot landscaping was filed by **Anna Carrillo** on **March 31, 2025**, under **Case Number 25-099**, on property described herein below filed application with the City; and

WHEREAS, on September 15, 2025, the City Council made an inquiry into the matter and reviewed all the relevant information, and

WHEREAS, City Council has determined that commercial site plan meets the requirements of Section 131 of Article V of Appendix B, Site Plan Requirements.; and

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, Chapter 86, Landscaping, Trees and Vegetation, of the City of Burleson Code of Ordinances (2005) regulates standards and criteria for new landscaping and the retention of existing trees; and

WHEREAS, on September 15, 2025, the City Council made an inquiry into the matter and reviewed all the relevant information, and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapters 63 & 86 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapters 63 & 86; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variances will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63 & 86; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63 & 86; and

WHEREAS, the City Council finds and determines the conditions attached to the variances, if any, are necessary to achieve the purpose of Chapter 63 & 86.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

City Council hereby approves a commercial site plan (Case 25-099) for a new Police Department Headquarters expansion and renovation as shown on Exhibit "A"; and

City Council hereby grants a variance to Section 63-11 (19), 63-36 (c) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) allowing a roof sign, and limiting the maximum number of poster signs, 2 per elevation as shown on Exhibit "B"; and

City Council hereby grants a variance to Section 86-109 (g), Chapter 86, Landscaping, Tree and Vegetation, of the City of Burleson Code of Ordinances (2005) allowing for an interior parking area of 12 parking spaces without the required landscaping islands as shown on Exhibit "C"; and

Except as otherwise specified above or as shown on Exhibits "A", "B" and "C", all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, and Chapter 86, Landscaping, Trees and Vegetation of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the site 1161 SW Wilshire Blvd.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20_____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

E. Allen Taylor, Jr., City Attorney

Exhibit "A"

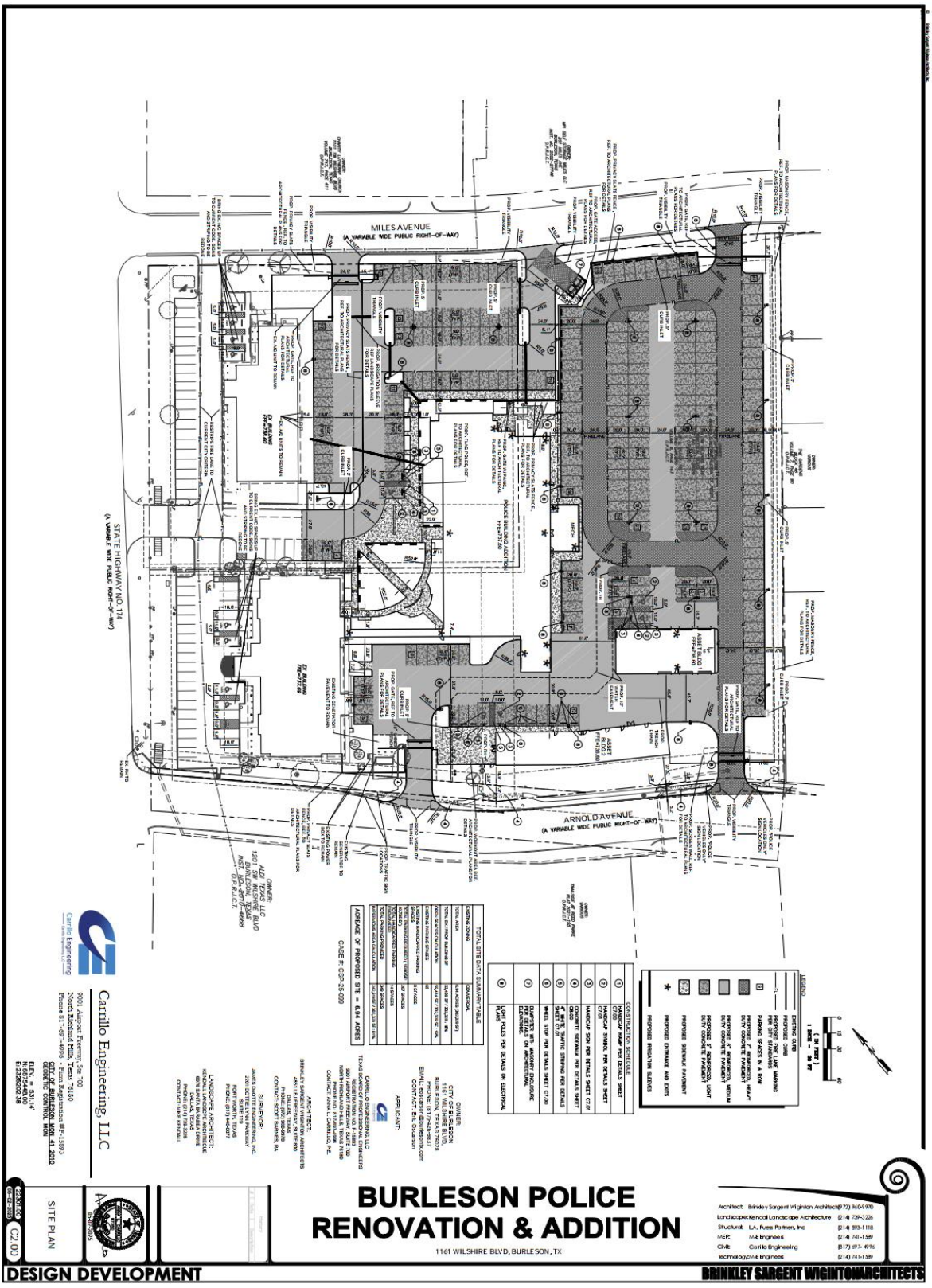

MILES AVENUE
(A VARIABLE WIDE PUBLIC RIGHT-OF-WAY)
STATE HIGHWAY NO. 174
(A VARIABLE WIDE PUBLIC RIGHT-OF-WAY)
ARNOLD AVENUE
(A VARIABLE WIDE PUBLIC RIGHT-OF-WAY)
POLICE BUILDING ADDITION
FFE=737.50
EX. BUILDING
FFE=736.60
EX. BUILDING
FFE=737.69
ASSET TBLOG
FFE=736.60
ASSET
FFE=736.60
OWNER:
ALDI TEXAS LLC
1201 SW 30TH ST
FORT WORTH, TEXAS 76116
INST. NO. D212107668
O.P.R.T.C.T.
LEGEND
EXISTING CURB
PROPOSED CURB
PROPOSED FIRE LANE MARKING
PROPOSED 7" REINFORCED HEAVY DUTY CONCRETE PAVEMENT
PROPOSED 6" REINFORCED MEDIUM DUTY CONCRETE PAVEMENT
PROPOSED 6" REINFORCED LIGHT DUTY CONCRETE PAVEMENT
PROPOSED SIDEWALK PAVEMENT
PROPOSED ENTRANCE AND EXITS
PROPOSED IRRIGATION SLEEVES
CONSTRUCTION SCHEDULE
HANDICAP RAMP PER DETAILS SHEET C7.01
HANDICAP SYMBOL PER DETAILS SHEET C7.01
HANDICAP SIGN PER DETAILS SHEET C7.01
6" CONCRETE SIDEWALK PER DETAILS SHEET C7.01
4" WHITE PAINTED STRIPING PER DETAILS SHEET C7.01
WHEEL STOP PER DETAILS SHEET C7.01
DUMPSTER WITH MASONRY ENCLOSURE (SCREENING) SEE ARCHITECTURAL PLANS
LIGHT POLES PER DETAILS ON ELECTRICAL PLANS
TOTAL SITE DATA SUMMARY TABLE
ACREAGE OF PROPOSED SITE = 6.94 ACRES
CASE #: CSP-15-09
OWNER:
CITY OF BURLESON
1161 WILSHIRE BLVD
BURLESON, TEXAS 76028
PHONE: (817)426-9837
EMAIL: RWISEMAN@BURLESONTX.COM
CONTACT: ERIC DICKSON
APPLICANT:
CARRILLO ENGINEERING, LLC
TEXAS BOARD OF PROFESSIONAL ENGINEERS
REGISTRATION NO. F-13893
900 NORTH RICHLAND HILLS, TEXAS 76180
PHONE: (817)788-7700
CONTACT: ANGEL L. CARRILLO, P.E.
ARCHITECT:
BRINKLEY SARGENT WIGINTON ARCHITECTS
4351 LBJ FREEWAY, SUITE 600
PHONE: (972)960-9970
CONTACT: SCOTT BARNES, RA
SURVEYOR:
JAMES DUNITE ENGINEERING, INC.
720 SOUTH MAIN STREET
SUITE 118
PHONE: (817)447-4487
LANDSCAPE ARCHITECT:
KENDALL LANDSCAPE ARCHITECTURE
6976 SANTA BARBARA DRIVE
PHONE: (214)739-3226
CONTACT: MIKE KENDALL
Carrillo Engineering, LLC
9000 Airport Freeway, Ste 700
North Richland Hills, Texas 76180
Phone 817-581-4996 - Firm Registration #F-13893
CITY OF BURLESON MON. #1 2010
GEODETIC CONTROL MON
ELEV.=840.10'
N 6,962,403.10
E 2,322,002.38
SITE PLAN
C2.00
DESIGN DEVELOPMENT
BURLESON POLICE
RENOVATION & ADDITION
1161 WILSHIRE BLVD, BURLESON, TX
Architect: Brinkley Sargent Wiginton Architects (972) 960-9970
Landscape Architecture: Kendall Landscape Architecture (214) 739-3226
Structural: L.A. Fuess Partners, Inc (214) 363-1118
MEP: M-E Engineers (214) 741-1389
Civil: Carrillo Engineering (817) 581-4996
Technology: M-E Engineers (214) 741-1389
BRINKLEY SARGENT WIGINTON ARCHITECTS

Exhibit "B"

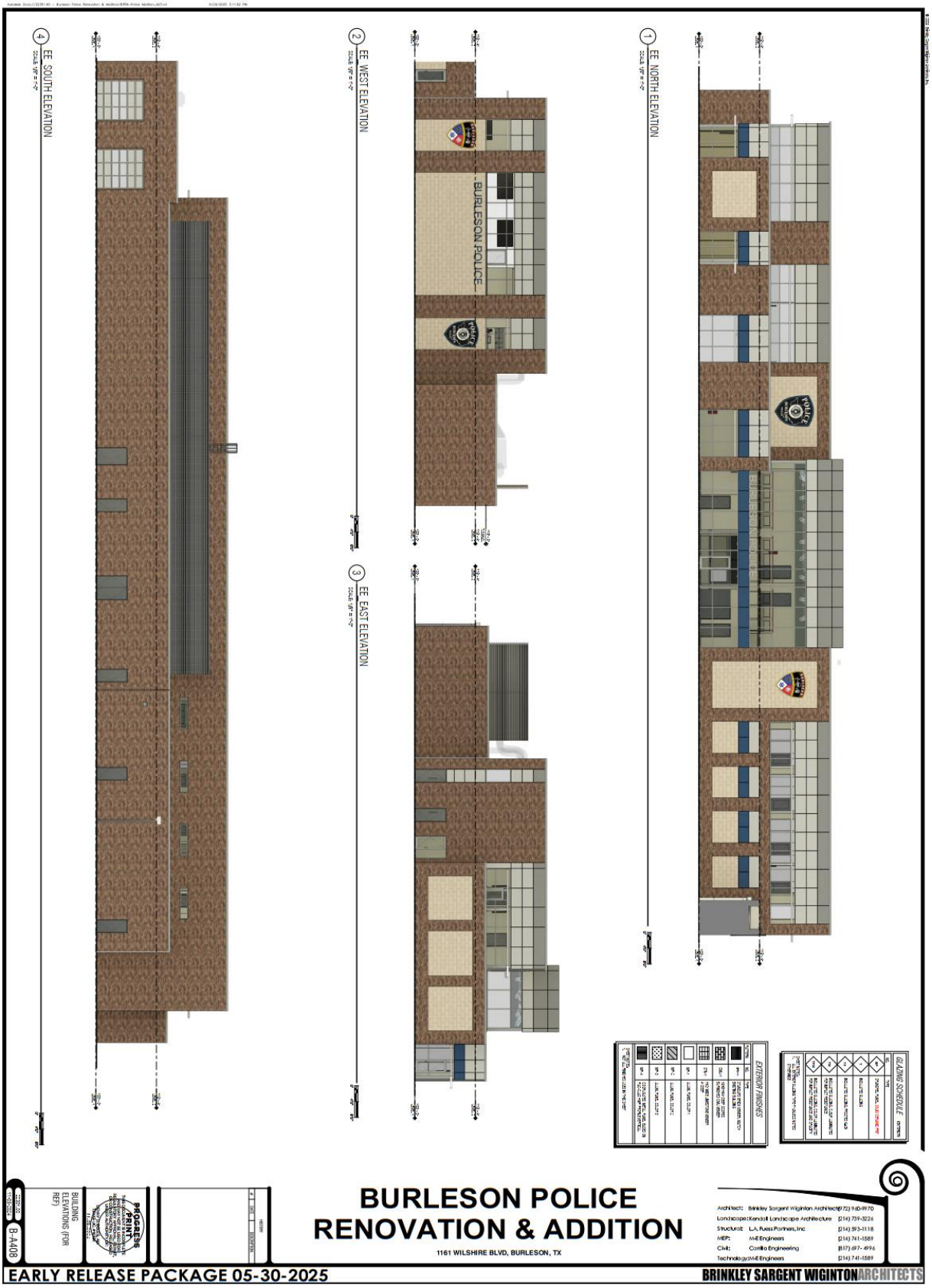
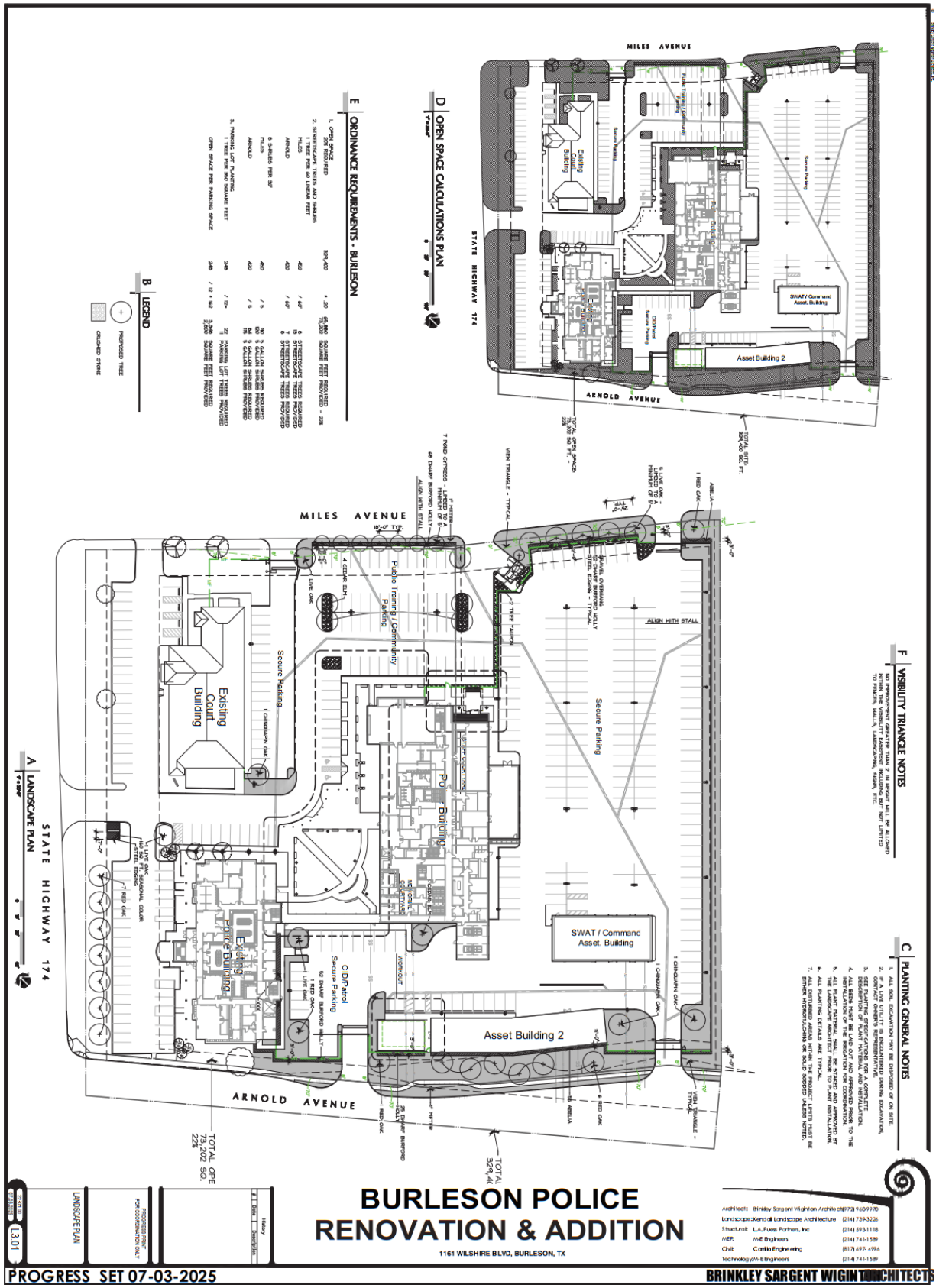

4 EE SOUTH ELEVATION
2 EE WEST ELEVATION
3 EE EAST ELEVATION
1 EE NORTH ELEVATION
BURLESON POLICE
EXTERIOR FINISHES
GLAZING SCHEDULE
BUILDING ELEVATIONS (FOR REF)
A-408
PROGRESS PRINT
BURLESON POLICE
RENOVATION & ADDITION
1161 WILSHIRE BLVD, BURLESON, TX
Architect: Brinkley Sargent Wiginton Architects (972) 960-9970
Landscape: Kendall Landscape Architecture (214) 739-3226
Structural: L.A. Fuess Partners, Inc (214) 393-1118
MEP: MEI Engineers (214) 741-1589
Civil: Camilo Engineering (817) 697-4996
Technology: MEI Engineers (214) 741-1589
EARLY RELEASE PACKAGE 05-30-2025
BRINKLEY SARGENT WIGINTON ARCHITECTS

Exhibit "C"


A LANDSCAPE PLAN
STATE HIGHWAY 174
B LEGEND
PROPOSED TREE
CRUSHED STONE
C PLANTING GENERAL NOTES
1. ALL SOIL EXCAVATION MAY BE DISPOSED OF ON SITE.
2. IF A LIVE UTILITY IS ENCOUNTERED DURING EXCAVATION, CONTACT OWNERS REPRESENTATIVE IMMEDIATELY.
3. ALL PLANTING SHALL BE AS PER PLANTING DESCRIPTION OF PLANT MATERIAL AND INSTALLATION.
4. ALL BEDS MUST BE LAID OUT AND APPROVED PRIOR TO THE INSTALLATION OF PLANT MATERIAL AND MULCH.
5. ALL PLANT MATERIAL SHALL BE STAKED AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANT INSTALLATION.
6. ALL PLANTING DETAILS ARE TYPICAL.
7. ALL PLANTING SHALL BE EITHER HYDROSEEDING OR SOLID SODDED UNLESS NOTED.
D OPEN SPACE CALCULATIONS PLAN
E ORDINANCE REQUIREMENTS - BURLESON
F VISIBILITY TRIANGLE NOTES
NO PROPERTY GREATER THAN 2' IN HEIGHT WILL BE ALLOWED WITHIN THE VISIBILITY EASEMENT INCLUDING BUT NOT LIMITED TO FENCES, WALLS, LANDSCAPING, SHRUBS, ETC.
MILES AVENUE
ARNOLD AVENUE
Existing Court Building
Existing Police Building
Public Training / Community Parking
Secure Parking
SWAT / Command Asset. Building
Asset Building 2
CID/Patrol
BURLESON POLICE
RENOVATION & ADDITION
1161 WILSHIRE BLVD, BURLESON, TX
PROGRESS SET 07-03-2025
BRINKLEY SARGENT WIGINTON ARCHITECTS
L3.01
LANDSCAPE PLAN

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Janalea Hembree, Assistant to the City Manager**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a resolution nominating candidates for the election of members to the Tarrant Appraisal District Board of Directors *(Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The current terms of the two appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2025. The first step in appointing voting members for the term beginning January 1, 2026 is calculating the number of votes to which the taxing units are entitled. As required by Section 6.03 of the Property Tax Code, each county has calculated and provided the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The next step is nomination of candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees BEFORE October 15, 2025, which means the nominations must be received by the county no later than October 14, 2025.

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least the two years immediately preceding January 1, 2026. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. The Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;
- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;

- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1st or 2nd degrees on the following chart;

Degrees of Consanguinity and Affinity

1st DEGREE	2nd DEGREE	3rd DEGREE
By Consanguinity • Parents • Children **By Affinity** • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren	**By Consanguinity** • Grandparents • Grandchildren • Brothers & sisters **By Affinity** • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters	**By Consanguinity** • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles **By Affinity** • No prohibitions

- An individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817-426-9299

Tarrant Appraisal District Board of Directors Nomination

PRESENTED TO THE CITY COUNCIL – SEPTEMBER 15, 2025

JANALEA HEMBREE, ASSISTANT TO THE CITY MANAGER

GENERAL INFORMATION

Board

- 5 Members appointed by the districts within its jurisdiction
  - Four-year terms beginning Jan. 1 of every other even-numbered year
- 3 Members elected by majority vote at the general election
  - Four-year terms beginning Jan. 1 of every other odd-numbered year
- 1 Tax Assessor-Collector

Roles & Responsibilities

- Hire the Chief Appraiser
- Govern the district
- Adopt the annual budget
- Does not appraise properties
- Adopts the reappraisal plan

Vote Allocation

- ISD: 1,082
- Cities: 577
- Other: 341
- City of Burleson: 3
- Total Votes: 2,000

BOARD OF DIRECTOR MEMBERS

CURRENT BOARD

- **Rick Barnes**
  Chairman
  Tax Assessor-Collector
- **Eric Morris**
  Place 1
  Publicly Elected
- **Callie Rigney**
  Secretary – Place 2
  Publicly Elected
- **Matt Bryant**
  Place 3
  Publicly Elected
- **Michael Alfred**
  Member
  Entity Appointed
- **Alan Blaylock**
  Member
  Entity Appointed
- **Wendy Burgess**
  Member
  Entity Appointed
- **Fred Campos**
  Member
  Entity Appointed
- **Gloria Pena**
  Member
  Entity Appointed

PREVIOUS NOMINATION

- **Gary Losada**
  Nominated
  September 2024
- **Gary Losada**
  6 Votes Cast
  November 2024

BOARD MEMBER ELIGIBILITY

Residency

- Must reside in the appraisal district for at least two years

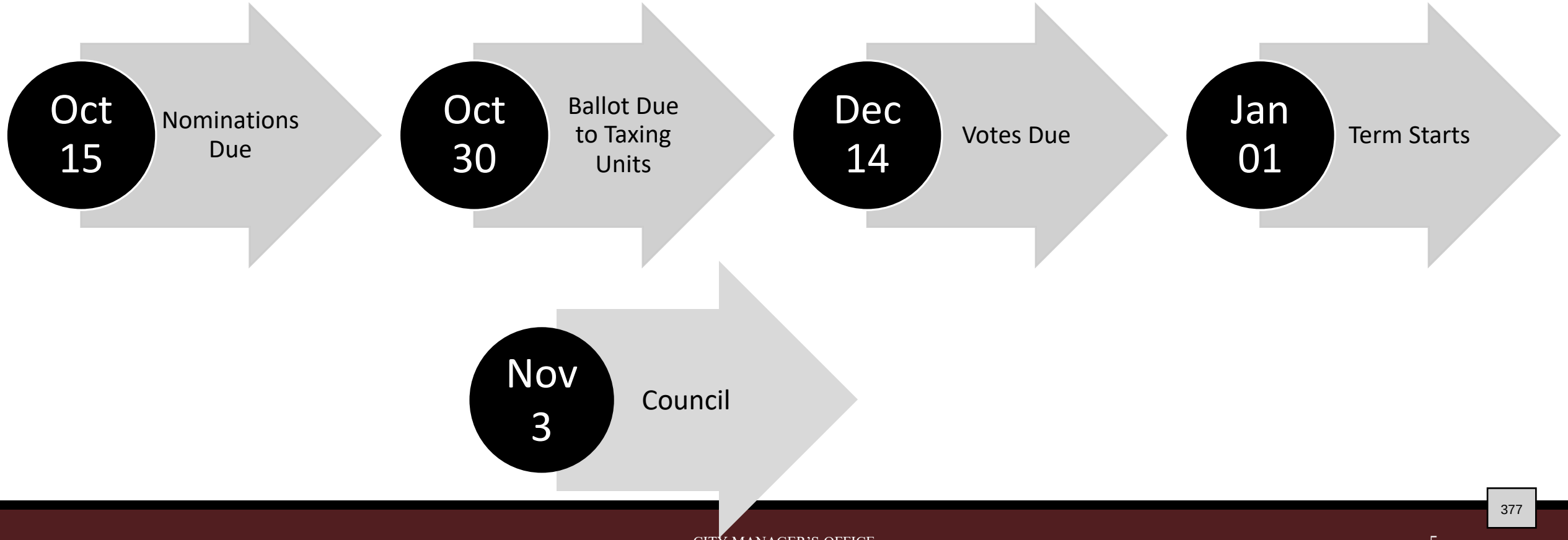
Ineligible

- Delinquent on property taxes for more than 60 days
- Served on the Board for all or part of five terms.
- Has a substantial interest in a business entity that is party to a contract with the appraisal district

Second Degree of Consanguinity and Affinity

- Ineligible if the individual is related within the second degree of blood or marriage to the following:
  - An appraiser who appraises property for use in a proceeding under the Tax Code
  - A person who represents property owners for compensation in proceedings under the Tax Code in the appraisal district

TIMELINE


Oct 15
Nominations Due
Oct 30
Ballot Due to Taxing Units
Dec 14
Votes Due
Jan 01
Term Starts
Nov 3
Council

Option 1

Nominate candidate(s) on the ballot for Tarrant Appraisal District Board of Directors

Option 2

Take no action

CURRENT BOARD

- **Rick Barnes**
  Chairman
  Tax Assessor-Collector
- **Eric Morris**
  Place 1
  Publicly Elected
- **Callie Rigney**
  Secretary – Place 2
  Publicly Elected
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  Member
  Entity Appointed
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- **Wendy Burgess**
  Member
  Entity Appointed
- **Fred Campos**
  Member
  Entity Appointed
- **Gloria Pena**
  Member
  Entity Appointed

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS NOMINATING _____ TO SERVE AS A VOTING MEMBER OF THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city of Burleson, Texas ("City"), is eligible to nominate voting member of the Tarrant Appraisal District Board of Directors; and

WHEREAS, after discussing the issue, the City believes _____ meets the eligibility requirements to serve as a voting member of the Tarrant Appraisal District Board of Directors and would serve admirably;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS THAT:

SECTION 1

The City of Burleson nominates _____ to serve as a voting member of the Tarrant Appraisal District Board of Directors.

SECTION 2

This resolution shall become effective immediately upon its passage.

SO RESOLVED, PASSED AND APPROVED this the ___ day of _____, 20____, by the City Council of the City of Burleson, Texas.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

Joe Don Bobbitt
Executive Director
Chief Appraiser

September 2, 2025

Presiding Officer
Entity in Tarrant County

RE: Nomination and Appointment to TAD Board of Directors

Dear Presiding Officer:

The current terms of two appointed members of the Tarrant Appraisal District Board of Directors will expire on December 31, 2025. As required by Section 6.03 of the Property Tax Code, the first step in appointing voting members for the term beginning January 1, 2026, is calculating the number of votes to which the participating taxing units are entitled (see enclosure).

This year, the Conservation/Reclamation districts are participating according to Section 6.03(c) of the Property Tax Code which states, "Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of directors by June 1 of each odd-numbered year."

We received written request from the Tarrant Regional Water District on May 23rd, 2025. The other eligible districts in Tarrant County are Far North Fort Worth MUD, Karis MMD, Live Oak Creek MUD, Trophy Club MUD and Viridian MMD. These nominations are under an earlier timeline, and one nomination has been made. These entities participate in the voting process on the regular timeline.

The **next step** is nomination of other candidates. Taxing units are not required to submit any nominations but, if they choose to do so, the **nominations may be made only by a resolution adopted by the governing body and the presiding officer of the governing body must submit the names of the nominees to TAD *BEFORE* October 15, 2025, which means the nominations must be received by our office no later than October 14, 2025.**

To be eligible to serve as a voting member of the Board of Directors, an individual must have resided in Tarrant County for at least two years immediately preceding January 1, 2026. An individual who is otherwise eligible is not ineligible because he or she is a member of the government body of a taxing unit. Texas law restricts eligibility and conduct of members of governmental bodies such as appraisal districts' board of directors. In consultation with your attorneys, please review the Property Tax Code and other applicable laws carefully for the details of those restrictions, including definitions of "substantial interest", "business entity", "deferred", "abated", and other terms used below and for the potential criminal consequences of violating certain restrictions. In summary, the Property Tax Code provides that the following are ineligible to serve as voting members of the Board of Directors:

- An individual who has been an employee of the Tarrant Appraisal District at any time during the preceding three years;

- An individual who has served as a voting member of the Board of Directors for all or part of five terms since January 1, 2022
- An individual who is an employee of a taxing unit that participates in Tarrant Appraisal District unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District;
- An individual who, directly or through a business entity in which he or she has a substantial interest, is a party to a contract with Tarrant Appraisal District or a taxing unit that participates in the District, if the contract relates to the performance of any activity governed by the Property Tax Code;
- An individual who has engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code at any time during the preceding three years;
- An individual who has engaged in the business of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County at any time during the preceding three years;
- An individual who is related by blood or marriage to an individual who is engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code or of representing property owners for compensation in proceedings under the Property Tax Code in Tarrant County, if the relationship is within the 1st or 2nd degrees on the following chart;

Degrees of Consanguinity and Affinity

1st DEGREE	2nd DEGREE	3rd DEGREE
By Consanguinity • Parents • Children **By Affinity** • Spouses of relatives listed under first degree consanguinity • Spouse • Spouse's parents • Spouse's children • Stepparents • Stepchildren	**By Consanguinity** • Grandparents • Grandchildren • Brothers & sisters **By Affinity** • Spouses of relatives listed by second degree consanguinity • Spouse's grandparents • Spouse's grandchildren • Spouse's brothers & sisters	**By Consanguinity** • Great grandparents • Great grandchildren • Nieces & nephews • Aunts & uncles **By Affinity** • No prohibitions

- an individual who owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the delinquent taxes, penalty, and interest are being paid under an installment plan or a suit to collect the delinquent taxes is deferred or abated.

When submitting nominations to jwooddell@tad.org, please include the full name of each candidate, his or her complete residence address, and a current biography. From timely submitted nominations, the ballot will be distributed before October 30th to each taxing unit entitled to participate in the appointment process, which may be summarized as follows:

before October 01, 2025	Chief Appraiser calculates numbers of votes and notifies taxing units
before October 15, 2025	Governing bodies of taxing units nominate candidates by resolution and send names to Chief Appraiser
before October 30, 2025	Chief Appraiser prepares ballot and sends it to taxing units
before December 15, 2025 for most taxing units but see the different requirements in section 6.03(k-1) that applies only to "each taxing unit entitled to cast at least five percent of the total votes", which in this appointment cycle means 100 or more votes on the enclosed list	Governing bodies of taxing units determine their votes by resolution and send votes to Chief Appraiser
before December 31, 2025	Chief Appraiser counts votes, determines which 2 candidates received the most votes, and submits results to taxing units
January 01, 2026	new term begins

Copies of the Nomination Letter, the Ballot Letter, and the Results Letter and enclosures will be posted at www.tad.org/Board-Appointment-Process for your convenience. Entity nominations, nominee biographies, and entity votes will be uploaded as submitted. Please bookmark this communication tool in lieu of PIA requests. If you have any questions, please call 817.284.0024.

Sincerely,

Joe Don Bobbitt
Executive Director/Chief Appraiser

JDB:jw
Enclosure: Voting Allotment

TARRANT APPRAISAL DISTRICT

Calculation of Taxing Entity Votes for Appointment to Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

School Districts:	**Votes**
Aledo ISD	2
Arlington ISD	160
Azle ISD	10
Birdville ISD	73
Burleson ISD	11
Carroll ISD	46
Castleberry ISD	6
Crowley ISD	52
Eagle Mountain/Saginaw ISD	74
Everman ISD	11
Fort Worth ISD	216
Godley ISD	0
Grapevine/Colleyville ISD	70
Hurst/Euless/Bedford ISD	71
Keller ISD	102
Kennedale ISD	9
Lake Worth ISD	8
Lewisville ISD	2
Mansfield ISD	82
Northwest ISD	61
White Settlement ISD	15
Total Schools	1,082

Cities:	
City of Arlington	91
City of Azle	3
City of Bedford	11
City of Benbrook	7
City of Blue Mound	1
City of Burleson	3
City of Colleyville	8
City of Crowley	5
City of Dalworthington Gardens	1
Edgecliff Village	1
City of Euless	12
City of Everman	1
City of Flower Mound	1
City of Forest Hill	3
City of Fort Worth	281

City of Grand Prairie	27
City of Grapevine	12
City of Haltom City	9
City of Haslet	2
City of Hurst	9
City of Keller	9
City of Kennedale	3
Town of Lakeside	0
City of Lake Worth	1
City of Mansfield	24
City of Newark	0
City of N. Richland Hills	16
Town of Pantego	1
City of Pelican Bay	0
City of Reno	0
City of Richland Hills	2
City of River Oaks	1
City of Roanoke	0
City of Saginaw	6
City of Sansom Park	1
City of Southlake	13
Town of Trophy Club	0
City of Watauga	5
Town of Westlake	2
City of Westover Hills	1
Westworth Village	1
City of White Settlement	4
Total Cities	577

Other:

Tarrant County Conservation/Reclamation*	17
Tarrant County	198
Tarrant County College	126
Total Other	341
Total All	2,000

*Breakdown of Conservation/Reclamation Districts:
Far North Fort Worth MUD (1)
Karis MMD (0)
Live Oak Creek MUD (1)
Tarrant Regional Water District (12)
Trophy Club MUD (0)
Viridian MMD (3)

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a professional service agreement with Kimley-Horn and Associates, Inc. for development of an Americans with Disabilities Act Transition Plan in the amount of $475,000. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

The federal Americans with Disabilities Act of 1990 (ADA) prohibits discrimination against people with disabilities in all areas of public life and requires cities have ongoing commitment to ADA compliance and awareness of disability needs. Title II of the ADA requires that local governments develop and maintain what is referred to as a Transition Plan.

The ADA Transition Plan consists of an inventory of existing conditions and barriers, a schedule for improvements to address said barriers, and public engagement.

The proposed professional services agreement with Kimley-Horn and Associates, Inc. would develop a comprehensive ADA Transition Plan for the City of Burleson including field assessment, administrative reviews, staff training, and public engagement.

RECOMMENDATION:

Approve a professional service agreement with Kimley-Horn and Associates, Inc. for development of an Americans with Disabilities Act Transition Plan in the amount of $475,000

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: $475,000
Account Number(s): 4203101-72010; 4263101-72010
Fund: Street Bond Fund; 2025 CO - Governmental
Account Description: Capital Engineering Services
Project Number: PW2501

STAFF CONTACT:

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610



Professional Services Agreement

DEVELOPMENT OF AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

SEPTEMBER 15, 2025

PUBLIC WORKS DEPARTMENT

Presentation Outline

- Overview of Title II of the Americans with Disabilities Act (ADA)
- Elements of a Transition Plan
- Agreement for Consideration
- Next Steps



Americans with Disabilities Act (ADA)

THE CITY OF BURLESON TEXAS

- Is federal civil rights law passed in 1990 prohibiting discrimination against people with disabilities in all areas of public life and requiring ongoing commitment to ADA compliance and awareness of disability needs
- Requires that local governments ensure people with disabilities have equal access to public services, programs, and activities (Title II)
- Includes requirements such as physical accessibility to government buildings, sidewalks, curb ramps, etc. and reasonable accommodations to policies / procedures to avoid discrimination
- Requires that local governments develop Transition Plans

Key Components of a Transition Plan

Inventory of Existing Conditions and Barriers

Identify current accessibility challenges and corresponding possible solutions to enhance accessibility and comply with ADA standards

- Involves significant, detailed field assessment (public buildings, sidewalks, trails, etc.)
- Includes significant administrative and programmatic review (ordinances, programs, design standards, etc.)

Schedule for Improvements

Plan to ensure necessary changes are implemented effectively and in a timely manner – intended to be a **living document** that is referred to annually as operational and capital budgets are developed

Public Engagement Strategy

Gather input to ensure the transition plan meets the needs of all residents

Ongoing Transition Plan Activities

ADA Compliance Training

Training programs are critical for educating staff on ADA compliance and best practices



Regular Audits

Routine audits assess compliance with ADA standards and identify areas for improvement – also maintains awareness of standards updates

Dynamic Document Management

ADA Transition Plans must be treated as living documents that require regular updates to remain relevant and effective



Public Feedback Mechanisms

Public feedback mechanisms allow citizens to report ADA compliance issues and provide input on improvements

Agreement for Consideration

Comprehensive scope and fee in the amount of $475,000 negotiated with Kimley-Horn and Associates, Inc. delivers a Transition Plan by fall 2026 that:

- Incorporates proven technology to facilitate more cost- & time-efficient field assessment of sidewalks, trails, etc.
- Includes training for staff to support the ongoing maintenance of the Transition Plan
- Incorporates review of City programs, policies, procedures, ordinances, etc.
- Engages City Council's appointed Advisory Committee on People with Disabilities and the general public

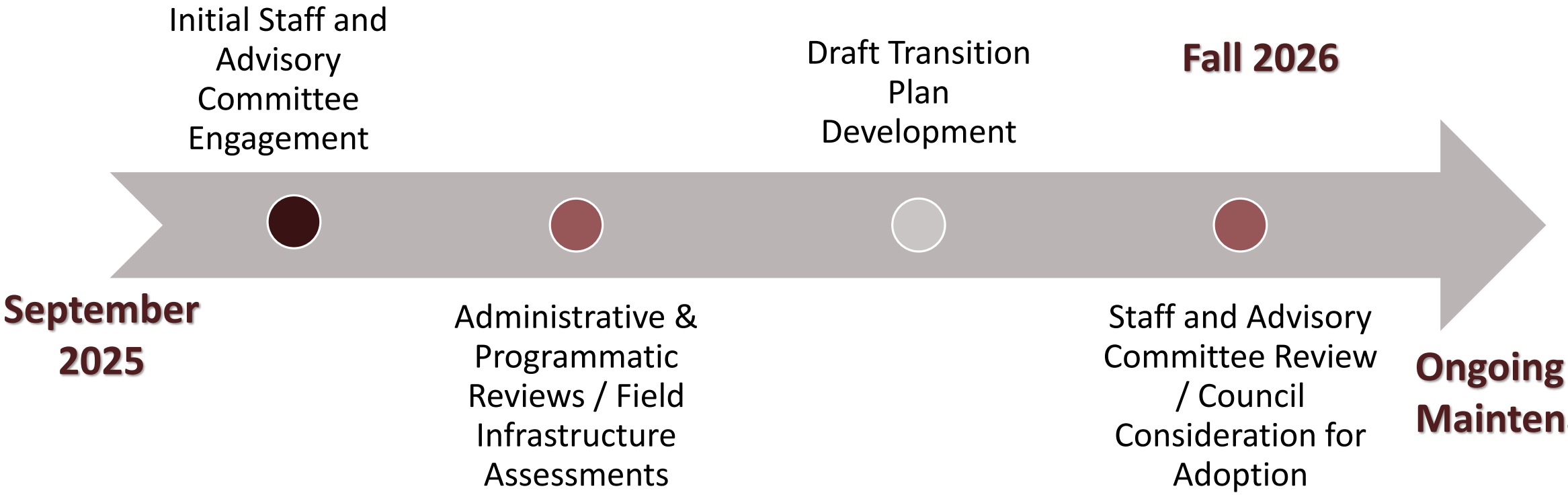
Funded through existing bond funds



Council Action Requested & Next Steps

Staff Recommendation

Approve a Professional Services Agreement with Kimley-Horn and Associates, Inc. in the amount of $475,000 to develop the City's ADA Transition Plan



Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
Ethompson@BurlesonTX.com
(817) 426-9610

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PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and Kimley-Horn and Associates, Inc. ("Consultant").

1. SCOPE OF SERVICES.

Attached hereto and incorporated for all purposes incident to this Agreement is **Attachment A** more specifically describing the services to be provided hereunder.

2. TERM.

This Agreement shall commence upon execution by the parties (the "Effective Date") and terminate upon completion of the work specified in the scope of services unless terminated earlier in accordance with the provisions of this Agreement. Those obligations concerning warranties and representations which by their nature should survive termination of this Agreement, shall survive termination of this Agreement, including Articles 5, 6, 8, 12, 14-17, and 25-26.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Four Hundred Seventy-Five Thousand and NO /100 dollars in accordance with the fee schedule incorporated herein as **Attachment A,** and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Work. In the event of partial performance the City shall pay Consultant for only the itemized tasks completed and delivered. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Consultant not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

The Consultant shall submit monthly payment invoices to the City. Invoices shall contain a detailed breakdown to include: task or deliverables to the City and date provided for the billing period, the amount billed for each task or deliverable, and the total amount due.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Consultant's invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. TERMINATION.

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4.1. Written Notice.

The City or Consultant may terminate this Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

4.2 Non-appropriation of Funds.

In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the end of the term of this agreement as provided in Article 2, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing. Consultant, for itself and its officers, agents and employees, further agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City. Consultant shall store and maintain City information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised.

6. RIGHT TO AUDIT.

Consultant agrees that the City shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the consultant involving transactions relating to this Contract at no additional cost to the City. Consultant agrees that the City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Consultant reasonable advance notice of intended audits.

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Consultant further agrees to include in all its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until expiration of three (3) years after final payment of the subcontract, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable notice of intended audits.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors, and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. CHARACTER OF SERVICES AND INDEMNIFICATION.

8.1 Character of Services.

Consultant shall perform as an independent contractor all services under this Agreement with the professional skill and care ordinarily provided by competent architects, engineers, or landscape architects practicing under the same or similar circumstances and professional license. Further, Consultant shall perform as an independent contractor all services under this Agreement as expeditiously as possible as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Provided, however, if this is a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component part, the architectural or engineering services must be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license. Consultant shall provide professional services necessary for the work described in Attachment "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Attachment "A" the terms and conditions of this Agreement shall be final and binding upon both parties hereto.

8.2 Indemnification.

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO INDEMNIFY AND HOLD HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND

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PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY FEES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OF OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF CONSULTANT AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, WHETHER SAID NEGLIGENCE IS SOLE NEGLIGENCE, CONTRACTUAL COMPARATIVE NEGLIGENCE, CONCURRENT NEGLIGENCE OR ANY OTHER FORM OF NEGLIGENCE. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF CONSULTANT AND CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. NOTHING IN THIS PARAGRAPH IS INTENDED TO WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW OR WAIVE ANY DEFENSES OF CONSULTANT OR CITY UNDER TEXAS LAW. THIS PARAGRAPH SHALL NOT BE CONSTRUED FOR THE BENEFIT OF ANY THIRD PARTY, NOR DOES IT CREATE OR GRANT ANY RIGHT OR CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR CONSULTANT.

CONSULTANT WARRANTS THAT NO MUSIC, LITERARY OR ARTISTIC WORK OR OTHER PROPERTY PROTECTED BY COPYRIGHT WILL BE REPRODUCED OR USED, NOR WILL THE NAME OF ANY ENTITY PROTECTED BY TRADEMARK BE REPRODUCED OR USED BY CONSULTANT UNLESS CONSULTANT HAS OBTAINED WRITTEN PERMISSION FROM THE COPYRIGHT OR TRADEMARK HOLDER AS REQUIRED BY LAW, SUBJECT ALSO TO CITY'S CONSENT. CONSULTANT COVENANTS TO COMPLY STRICTLY WITH ALL LAWS RESPECTING COPYRIGHTS, ROYALTIES, AND TRADEMARKS AND WARRANTS THAT IT WILL NOT INFRINGE ANY RELATED STATUTORY, COMMON LAW OR OTHER RIGHT OF ANY PERSON OR ENTITY IN PERFORMING THIS AGREEMENT. CONSULTANT WILL INDEMNIFY AND HOLD CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ALL CLAIMS, LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) WITH RESPECT TO SUCH COPYRIGHT, ROYALTY OR TRADEMARK RIGHTS TO THE EXTENT CAUSED BY CONSULTANT OR FOR WHOM CONSULTANT IS LEGALLY LIABLE.

THE PROVISIONS OF THIS SECTION ARE INTENDED TO ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. THE CONSULTANT AS ALLOWED BY TEXAS LOCAL GOV'T CODE SEC. 271.904 WILL STILL NAME CITY AS ADDITIONAL INSURED IN ITS GENERAL LIABILITY POLICY AND PROVIDE ANY DEFENSE AS ALLOWED BY THE POLICY.

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9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the City. If the City grants consent to an assignment, the assignee shall execute a written agreement with the City and the Consultant under which the assignee agrees to be bound by the duties and obligations of Consultant under this Agreement. The Consultant and Assignee shall be jointly liable for all obligations under this Agreement prior to the assignment. If the City grants consent to a subcontract, the subcontractor shall execute a written agreement with the Consultant referencing this Agreement under which the subcontractor shall agree to be bound by the duties and obligations of the Consultant under this Agreement as such duties and obligations may apply. The Consultant shall provide the City with a fully executed copy of any such subcontract.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability
$1,000,000 Each Occurrence
$1,000,000 Aggregate

(b) Automobile Liability
$1,000,000 Each accident on a combined single limit basis or
$250,000 Bodily injury per person
$500,000 Bodily injury per person per occurrence
$100,000 Property damage

Coverage shall be on any vehicle used by the Consultant, its employees, agents, representatives in the course of the providing services under this Agreement. "Any vehicle" shall be any vehicle owned, hired and non-owned.

(c) Worker's Compensation
Statutory limits
Employer's liability
$100,000 Each accident/occurrence
$100,000 Disease - per each employee
$500,000 Disease - policy limit

This coverage may be written as follows:

Workers' Compensation and Employers' Liability coverage with limits consistent

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with statutory benefits outlined in the Texas workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of $100,000 each accident/occurrence, $500,000 bodily injury disease policy limit and $100,000 per disease per employee

(d) Errors & Omissions (Professional Liability):

$1,000,000 Per Claim and Aggregate

If coverage is written on a claims-made basis, the retroactive date shall be coincident with or prior to the date to the contractual agreement. The certificate of insurance shall state that the coverage is claims-made and include the retroactive date. The insurance shall be maintained for the duration of the contractual agreement and for five (5) years following completion of the services provides under the contractual agreement or for the warranty period, which ever is longer. An annual certificate of insurance submitted to the City shall evidence coverage.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

Consultant agrees to comply with all applicable federal, state and local laws, ordinances,

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rules and regulations. If the City notifies Consultant of any violation of such laws, ordinances, rules or regulations, Consultant shall immediately desist from and correct the violation.

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

Kimley-Horn and Associates, Inc.		
Doug Arnold, P.E.		
801 Cherry St., Suite 1300		
Fort Worth	TX	76102

14. GOVERNMENTAL POWERS.

It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

15. NO WAIVER.

The failure of the City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

16. GOVERNING LAW / VENUE.

This Agreement shall be construed in accordance with the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States

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District Court for the Northern District of Texas.

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

22. ENTIRETY OF AGREEMENT.

This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Consultant, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

23. SIGNATURE AUTHORITY.

The person signing this agreement hereby warrants that he/she has the legal authority to

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execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

Consultant shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

26. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Subchapter F, Chapter 2252, Texas Government Code; or (ii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. NON-EXCLUSIVITY.

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Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

28. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Consultant shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

30. OWNERSHIP OF DOCUMENTS.

All documents and materials prepared by Consultant under the terms of this Agreement are the City's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection whenever requested. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

31. COUNTERPARTS; PDF SIGNATURES.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

By:_____

Name: _____

Title: _____

Date: _____

Kimley-Horn and Associates, Inc.

By: Signed by: Doug Arnold D7A6C9199E604BC...

Name: Doug Arnold

Title: Contract Specialist

Date: 9/5/2025

APPROVED AS TO FORM:

By:_____
City Attorney, Assistant City Attorney,
or Deputy City Attorney

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ATTACHMENT A

I. Scope of Services

This assignment will constitute the development of the City's ADA Self-Evaluation and Transition Plan. It will consist of an ADA compliance review of City services, policies, practices, programs, activities, buildings and associated parking lots/paths of travel, parks and associated parking lots/paths of travel, park sidewalk and associated curb ramps, unpaved pedestrian trails, pedestrian bridges, signalized intersections, public rights-of-way sidewalks and associated curb ramps and railroad crossings. Possible solutions to bring any non-compliant elements that are not considered to be a de minimis barrier and are not "safe harbored" into compliance will be provided. A public outreach program will be developed and implemented, and staff training will be provided. An ADA Transition Plan will be developed, which will formally document tasks and associated observations outlined in this Scope of Services.

The Consultant will complete the following tasks:

Task 1 – Project Management

1.1 The Consultant will maintain project records, budgets, and communications for the duration of the project. It is understood that the project will have a 12-month duration.

1.2 The Consultant will prepare monthly progress reports for the duration of the project.

1.3 The Consultant will participate in up to 6 bimonthly status calls with the City to discuss the project for the duration of the project (30-minute calls).

Task 1 Deliverables:

- Monthly invoices with progress reports.

Task 2 – Services, Policies, Practices, Programs, and Activities Review

This task is based on up to 60 hours of effort. If additional effort beyond the 60 hours is required, it will be billed as an additional service under the Consultant's then-current rate schedule. The Consultant will not proceed with any additional services without written authorization from the City.

2.1 The Consultant will evaluate the current level of program, service, and activity accessibility by reviewing the documents compiled during the development of the City's ADA Compliance Plan and administering program questionnaires and/or conducting virtual interviews as necessary with City staff to evaluate the current City status regarding ADA requirements. These questionnaires will assist in evaluating the current City status regarding ADA requirements, including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, effective communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

2.2 The Consultant will prepare a summary of possible solutions to improve program access based on the questionnaire and interview process results, which will be incorporated into the Transition Plan document.

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Task 2 Deliverables:

- Summarize findings from the program questionnaire and interview process.
- Summarize possible solutions to improve program access based on the questionnaire and interview process results.

City Responsibilities:

- The City shall respond to program questionnaires and participate in virtual interviews as needed.

Task 3 – Building Review

3.1 The Consultant will establish field teams that will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was constructed initially are excluded from the evaluations.

The Consultant will evaluate the following buildings and associated parking lots:

Building Name	Building Address
1. City Hall	141 W. Renfro St
2. Senior Activity Center	216 SW Johnson Ave
3. Library	248 SW Johnson Ave
4. Burleson Visitors Center	124 W. Ellison
5. Animal Shelter	775 S.E. John Jones Road
6. Municipal Court	1131 SW Wilshire Blvd
7. Burleson Recreation Center (BRiCK)	550 NW Summercrest Blvd
8. Mayor Vera Calvin Plaza in Old Town	141 W. Renfro St
9. Burleson Memorial Cemetery	580 Memorial Plaza
10. Hidden Creek Golf Course	555 E. Hidden Creek Parkway
11. Russell Farm	405 W. County Road 714
12. Service Center	725 S.E. John Jones Road
13. Fire Station #3	245 Lakewood Drive
14. Fire Station #16	250 E Hidden Creek Parkway
15. Fire Station #1	828 SW Alsbury Blvd
16. Police Department (exterior only)	1161 S.W. Wilshire Blvd

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Building evaluations are limited to all publicly accessible areas. Employee-only areas and work areas, including common-use spaces located in employee-only areas, are excluded from the evaluation.

The Consultant will evaluate all on-site sidewalks (excluding perimeter sidewalk within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the building sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded.

Task 3 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each building. Each facility report will identify the compliance status of each facility and consist of the following:
  - Listing of elements within facilities that are not in compliance with ADA requirements.
  - Possible solutions to resolve non-compliance issues for each facility.
  - Barrier priority using criteria developed by the Consultant.
  - "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represents material and labor costs only. A markup factor will be added to include other factors such as design, permitting, overhead, and contingencies. A design and contingency factor The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
  - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, City cost indexes, consulting with local specialty contractors, City-provided information, and assumptions regarding future economic conditions.
  - The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010 will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was constructed initially are excluded from the evaluations.

City Responsibilities:

- The City will provide floor plans to the Consultant for the buildings to be evaluated.
- The City will provide the Consultant with access to the areas within the buildings to be evaluated.

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Task 4 – Park Review

4.1 The Consultant will establish field teams that will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the applicable ADA standards in effect at the time of construction or alteration:

- Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards for Accessible Design (ADA Standards) or Uniform Federal Accessibility Standards (UFAS).
- Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards.
- Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards.
- Recreation facilities with no previous standard (i.e., recreational facilities listed in Chapter 10 of the 2010 ADA Standards) will be reviewed against the 2010 ADA Standards.

State and local building codes under which the project was originally constructed are excluded from the evaluations.

The Consultant will evaluate the following parks and associated parking lots:

Park Name	Park Address
1. Bailey Lake Park	280 W Hidden Creek Pkwy
2. Bartlett Park and Soccer Complex	550 NW Summercrest Blvd
3. Warren Park	301 SW Johnson Ave
4. Chisenhall Sports Complex and Trails	500 W Hidden Creek Pkwy
5. Centennial Park	308 NE Mcalister Rd
6. Burleson Bark Park	616 Memorial Plaza
7. Meadowcrest Park	1050 Baracuda Dr
8. Mistletoe Hill Park	960 NE Mcalister Rd
9. Oak Valley Park North and Shared-Use Path	804 Parkridge Blvd
10. Cedar Ridge Park	716 Cumberland Dr
11. Cindy Park	205 NE Cindy Ln
12. Clark Park	124 N Clark St
13. Claudia's Playground	933 West Bend Blvd
14. Elk Ridge Park	1016 Dorsey St
15. Heberle Park and Trail	812 Tyler Ct
16. Hidden Vistas Park	950 Hidden Vistas Blvd
17. Prairie Timber Park	801 Prairie Timber Rd
18. Robert Joseph Park	2780 Greenridge Dr
19. Veterans Memorial Plaza	298 E Renfro St
20. Wakefield Heights Park	704 Elizabeth Dr

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Park Name	Park Address
21. Willow Creek Park	151 Hawks Ridge Trl
22. Hidden Creek Sports Complex	295 E Hidden Creek Pkwy

The Consultant will evaluate all recreation amenities for the parks listed in **Task 4.1**. The Consultant will evaluate all on-site accessible routes that connect parking or the public right-of-way to the interior of each site and connect amenities on each site (excludes pedestrian access routes and other features within the public right-of-way) and all associated curb ramps, ramps, stairs, and other pedestrian paths of travel required to be ADA compliant within the park sites. Only non-compliant issues along exterior pedestrian paths of travel will be recorded in the field work data, facility reports, and photologs.

Task 4 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. Each facility report will identify compliance status of each facility and consist of the following:
  - Listing of elements within facilities that are not in compliance with ADA requirements.
  - Possible solutions to resolve non-compliance issues for each facility.
  - Barrier priority using criteria developed by the Consultant.
  - "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. These opinions of costs are for corrective actions and involve a single solution without extensive study, destructive testing, or design. Opinion of costs represents material and labor costs only. A markup factor will be added to include other factors such as design, permitting, overhead, and contingencies. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the City wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the City will be paid for as Additional Services.
  - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, City cost indexes, consulting with local specialty contractors, City-provided information, and assumptions regarding future economic conditions.
  - The compliance status and possible solutions will be based on the applicable ADA standards in effect at the time of construction or alteration. Properties constructed before September 15, 2010, will be reviewed against the 1991 ADA Standards or UFAS. Properties constructed between September 15, 2010, and March 15, 2012, will be reviewed against the 1991 ADA Standards, UFAS, or the 2010 ADA Standards. Properties constructed after March 15, 2012, will be reviewed against the 2010 ADA Standards. Recreation facilities with no previous standard (i.e., recreational facilities listed in Chapter 10 of the 2010 ADA Standards) will be reviewed against the 2010 ADA Standards. State and local building codes under which the project was originally constructed are excluded from the evaluations.

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City Responsibilities:

- The City will provide floor plans to the Consultant for the park facilities to be evaluated.
- The City will provide the Consultant with access to the areas within the parks to be evaluated.

Task 5 – Public Rights-of-Way and Paved Trail Review

The Consultant will conduct evaluations for compliance with Title II of the ADA. The evaluation forms will be based on the 2023 Public Rights-of-Way Accessibility Guidelines (PROWAG). State and local building codes under which the project was constructed initially are excluded from the evaluations.

5.1 Signalized Intersections – The Consultant will evaluate up to 25 signalized intersections, including evaluation of accessibility requirements for curb ramps, paths of travel, and pedestrian signal equipment and signage.

5.2 Sidewalk Corridors and Trails – The Consultant will evaluate up to 218 linear miles of sidewalk corridors and up to 8 miles of paved trails. Sidewalk corridors consist of sidewalks, pedestrian street crossings, and pedestrian driveway crossings. The sidewalk corridor length is calculated using the centerline of the pedestrian path of travel.

5.3 Unsignalized Intersections and Driveways – The Consultant will evaluate all intersections and driveways along the sidewalk corridors in **Task 5.2**.

Task 5 Deliverables:

- Field work data in shapefile and geodatabase formats.
- Individual barrier photos in JPG format.
- Facility reports in PDF format. The Consultant will create a separate report for each facility type. Each facility report will identify the compliance status of each facility and consist of the following:
    - Listing of facilities that are not in compliance with ADA requirements.
    - Possible solutions to resolve non-compliance issues for each facility.
    - Prioritized list of improvements using criteria developed by the Consultant.
    - "Cost report" that assigns conceptual budget estimates to each possible solution. The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
    - Pay items and associated pay item units.
    - Photolog summary for each facility.
    - Cost report pay item descriptions, pay item units, and unit prices will be based on construction resources such as the current TxDOT low-bid 12-month moving average unit prices, Marshall & Swift, RS Means, Consultant's experience with past costs for similar projects, Client cost indexes, consulting with local specialty contractors, Client-provided information, and assumptions regarding future economic conditions.

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City Responsibilities:

- The City will review the Consultant-provided pay item list and provide feedback on unit prices to develop cost reports for public rights-of-way facilities.

Task 6 – Transition Plan Development

6.1 Transition Plan Development. The Consultant will coordinate with City staff in developing the Transition Plan as follows:

6.1.1 ADA/504 Coordinator. The Consultant will provide the City with recommended roles and responsibilities of the ADA/504 Coordinator. The ADA Liaison Committee will also assist in designating the ADA Coordinator for the City.

6.1.2 Grievance Policy and Procedure. The Consultant will review the City's existing Title II ADA grievance policy, procedure, and complaint form. The Consultant will provide the City with a list of suggested changes if changes are determined to be needed.

6.1.3 ADA Notice. The Consultant will review the City's existing ADA Notice. The Consultant will provide the City with a list of suggested changes if changes are determined to be needed.

6.1.4 Prioritization Criteria. The Consultant will provide the City with recommended criteria for prioritizing identified accessibility improvements.

6.1.5 Implementation Schedule and Strategy. The Consultant will work with the City to determine a schedule to implement the Transition Plan and outline steps that will be taken by the City each year of the transition period.

6.1.6 Exceptions and Exemptions. The Consultant will evaluate and provide possible solutions for exceptions or exemptions that may apply under the terms of the ADA for the facilities evaluated in **Task 3**. This may include exemptions related to structures of historic significance or other exceptions and exemptions as stated in the applicable accessibility standards.

6.1.7 Budget. The Consultant will provide the City with a recommended multi-year budget needed for accessibility improvements identified in **Tasks 3 - 5**. Possible funding sources to achieve compliance will be provided. It will be the City's responsibility to confirm the City's eligibility for each funding source.

6.1.8 Draft Transition Plan. Based on the services, policies, practices, programs, and activities evaluations completed in **Task 2** and the facility evaluations completed in **Tasks 3-5**, the Consultant will prepare a draft Transition Plan for the City. The plan will consist of:

- Summary of project purpose, process, and most significant observations.
- Detailed observations of the services, policies, practices, programs, and activities review completed in **Task 2** and facility reviews completed in **Tasks 3-5**.
- A phased schedule with conceptual budget estimates for the removal of facility barriers identified in **Tasks 3-5**.

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6.1.9 Final Transition Plan. The Consultant will address one (1) round of written consolidated comments from City staff to prepare a Final ADA Self-Evaluation and Transition Plan for the City.

Task 6 Deliverables:

- Electronic copy of comments on the City's existing ADA grievance policy, procedure, and complaint form for Title II.
- Electronic copy of comments on the City's existing ADA Notice.
- Electronic copies of the draft and final ADA Transition Plan in Microsoft Word and Adobe PDF formats.
- Electronic copies of the final ADA Transition Plan Appendix in PDF format will be provided using the Consultant's electronic file sharing system.

City Responsibilities:

- The City will provide written consolidated comments on the draft ADA Transition Plan and Appendix.

Task 7 – Project Meetings

7.1 Kick-off Meeting. The Consultant will conduct up to one (1) meeting with City staff to discuss the ADA Title II requirements and the process that will be used to develop the City's ADA Transition Plan and to introduce the proposed project tasks and schedule. The Consultant will produce meeting materials and handouts, lead and facilitate the meeting, and prepare a summary of action items resulting from the meeting (2-hour, in-person meeting).

7.2 Progress Meetings. The Consultant will conduct up to three (3) meetings with City staff and the ADA Liaison Committee to provide project updates. The Consultant will produce meeting materials, lead and facilitate the meetings, and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).

7.3 City Council Meetings. The Consultant will prepare for and attend two (2) City Council meetings. The Consultant will produce meeting materials and handouts and prepare a summary of action items resulting from the meetings (2-hour, in-person meetings).

Task 7 Deliverables:

- Summary of action items from each meeting.
- Electronic copies of meeting presentations.

City Responsibilities:

- The City will create an ADA Liaison Committee comprised of City staff representing major program areas and/or departments.
- The City will conduct all internal coordination required to identify City staff to serve on the ADA Liaison Committee for the duration of the project.
- The City will conduct all internal coordination required to identify City staff to attend each meeting.
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host the meetings.

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Task 8 – Public Outreach

8.1 The Consultant will conduct up to three (3) meetings with City staff and the City's ADA Advisory Committee to describe the process, timeline, and expectations associated with this project, as well as receive any general input they may provide. The Consultant will produce meeting materials (PowerPoint presentation, public access survey, and Wikimap), lead and facilitate the ADA Advisory Committee Meetings, and prepare meeting notes from each meeting (1-hour, in-person meetings).

Task 8 Deliverables:

- Meeting notes from each meeting.
- Electronic copies of each meeting presentation.
- Web link to public access survey in SurveyMonkey.
- Web link to WikiMap showing existing City facilities.
- Summary of online web survey and WikiMap results in the ADA Transition Plan.

City Responsibilities:

- The City will conduct all internal coordination required to identify City staff to attend each meeting
- The City will provide the names and email addresses of all staff identified to attend each meeting.
- The City will provide a location in which to host each meeting.
- The City will contract all effective communication services, including but not limited to sign language interpreting, captioning services, and accessible documents. Any request for the Consultant to contract and coordinate directly with effective communication service providers will be considered Additional Services.

Task 9 – Staff Training

9.1 The Consultant will provide up to four (4) hours of in-field evaluation discussions with Client staff to occur at either City facilities listed in **Tasks 3-5**. In-field discussions will occur during the scheduled field evaluations.

9.2 The Consultant will conduct up to four (4) hours of in-person staff training ("Training") on topics related to accessibility and relevant to the development of the City's ADA Transition Plan. The training can be divided into two (2) individual sessions and conducted over multiple days as needed. The training may include the following topics:

- City requirements and responsibilities under Title II of the ADA
- 2023 PROWAG Standards
- Performing Field Investigations and Inspections to Evaluate the Accessibility of City Public Rights-of-Way, Buildings, and Park Facilities
- Monitoring and Updating the ADA Self-Evaluation and Transition Plan

After project initiation, the City and Consultant will define a training program schedule for four (4) hours of in-person training. Specific training topics will be confirmed with City staff before scheduling the training session. Training will be scheduled to occur in a single day or consecutive days. The Client may invite non-employees to attend the training essential to the City's design, construction, and/or operation. Essential personnel are any individuals contracted to provide services for the City and whom the Client deems necessary to receive the Training because of the essential services they provide.

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If greater than four (4) hours of in-person training are required, training and development efforts will be considered Additional Services. The Consultant will not proceed with any additional services without written authorization from the Client.

Task 9 Deliverables:

- Digital PDF files and up to 50 printed copies of the training presentation(s). Slides will be printed two (2) per page.
- Certificates of completion and PDH certificates for training attendees as applicable.

Client Responsibilities:

- The Client will conduct all internal coordination required to identify City staff to attend each training.
- The Client will provide the names and email addresses of all staff identified to attend each training.
- The Client will provide a location in which to host the training(s).

Optional Services

Task 10 – Esri Dashboard Development

10.1 Coordination Meetings. The Consultant will prepare for and attend up to one (1) virtual meeting with City staff to provide a demonstration of a sample Esri dashboard and to provide a demonstration of the Esri dashboard developed for the Client as detailed in **Task 10.2**.

10.2 Dashboard Development. The Consultant will develop an Esri dashboard for viewing and filtering select attributes of the facility geodatabase. The dashboard will consist of the following elements:

- Web map displaying point and line features representing the facilities evaluated in **Tasks 3-5.**
- Conceptual budget estimate summary indicator displaying total conceptual budget estimate for each facility type and dynamic cost of selected facilities/elements.
- Priority summary pie chart displaying facility priority (high, medium, and low).
- Compliance summary pie chart displaying compliance status (compliant and not compliant).
- Site category selector menu that contains a list of each facility. Allows filtering by facility name.
- Priority or compliance status category selector for each facility.
- Serial (bar) chart with barrier graphs for building and park facilities.
- Links to PDF facility reports developed in **Tasks 3-5**.
- Embedded dashboard instructions and disclaimer in Adobe PDF format.

Development of additional widgets and functionality will be considered Additional Services.

Task 10 Deliverables:

- Esri dashboard.

Client Responsibilities:

- Provide Consultant necessary access to City's ArcGIS Enterprise or ArcGIS Online account to either develop the ESRI dashboard on the City's account or to transfer the completed ESRI dashboard to the City's account.

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Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Evaluation of employee-only areas and work areas, including common-use spaces located in employee-only areas.
- Providing printed copies of Appendices.
- Providing effective communication services, including but not limited to sign language interpreting and captioning services.
- Providing deliverables in accessible formats.
- Providing deliverables in languages other than English.

Additional Services

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

- Evaluation and reporting of facilities not listed in **Tasks 3-5**.
- Digital accessibility review of City website and social media accounts.
- Update of Transition Plan to document additional work.

Information Provided By City

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives.

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Compensation for Professional Services for:

ADA TRANSITION PLAN

Total compensation for the Consultant contemplated under the terms of this agreement **shall be a total not-to-exceed $475,000** for all services, including reimbursable expenses. The City shall compensate the Consultant as follows.

For the Scope of Services (Tasks 1-9), the total compensation shall be on a lump sum basis and not to exceed **$475,000**.

*For the Optional Services (Task 10), which are indicated in this contract only for reference and budgeting purposes but are not in effect and subject to change in a future amendment, the total compensation is anticipated to be approximately **$20,000**.*

Progress payments shall be paid monthly based upon the overall percentage of services performed, with the following amounts of the total compensation for each phase of the Project:

SCOPE OF SERVICES

• Task 1 – Project Management	$ 21,000
• Task 2 – Services, Policies, Practices, Programs, and Activities Review	$ 15,000
• Task 3 – Building Review	$ 60,000
• Task 4 – Park Review	$ 90,500
• Task 5 – Public Rights-of-Way and Paved Trail Review	$215,000
• Task 6 – Transition Plan Development	$ 41,500
• Task 7 – Project Meetings	$ 13,500
• Task 8 – Public Outreach	$ 8,000
• Task 9 – Staff Training	$ 10,000
Basic Services Total	**$475,000**

OPTIONAL SERVICES

• Task 10 – Esri Dashboard Development	$ 20,000
Optional Services Total	**$ 20,000**

Lump sum fees (LS) will be invoiced monthly based upon the overall percentage of services performed.

Consultant will not exceed the total maximum fee shown without authorization from the City. Individual task amounts are provided for budgeting purposes only. Consultant reserves the right to reallocate amounts among tasks as necessary.

All permitting, application, and similar project fees will be paid directly by the City.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1359116

Date Filed:
09/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Kimley-Horn and Associates, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Burleson, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
09022025
FY26 ADA Transition Plan

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flanagan, Tammy	Dallas, TX United States	X	
McEntee, David	Dallas, TX United States	X	
Keil, Ashley	Dallas, TX United States	X	
Mutti, Brent	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Tyler Henrichs, and my date of birth is xxxxxxxxx.

My address is 13455 Noel Rd, Two Galleria Tower, Suite 700, Dallas (city), TX (state), 75240 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4th day of September (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a two-year agreement with Dalworth Lighting & Electrical Services, LLC for streetlight repair and maintenance through an Inter-local Purchasing Agreement with the City of Dallas in the amount of $350,000. *(Staff Contact: Errick Thompson, Director of Public Works*)

SUMMARY:

The Texas Local Government Code and City of Burleson Procurement Policy provide for cooperative purchasing and participation in inter-local purchasing agreements. The City of Dallas has an active contract with Dalworth Lighting & Electrical Services, LLC based in Fort Worth, Texas to repair, maintain, and provide emergency response to knock-downs and other urgent needs related to high-mast and other lighting at various locations. This item seeks approval for a two-year agreement with the same vendor to provide similar services for Burleson-maintained lights with the same pricing via an Inter-local Purchasing Agreement between the cities of Dallas and Burleson that has been in place since 2006.

The City of Burleson is responsible for high-mast lighting along a portion of Wilshire Boulevard requiring repair. A budget amendment in the amount of $235,000 was approved July 21, 2025, to address these repairs. Staff anticipates having these repairs completed using the proposed contract. The remaining contract capacity may be used over the balance of the two-year term, subject to annual appropriations, to address other streetlight issues as needed.

RECOMMENDATION:

Approve a two-year agreement with Dalworth Lighting & Electrical Services, LLC for streetlight repair and maintenance through an Inter-local Purchasing Agreement with the City of Dallas in the amount of $350,000.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

July 21, 2025 – City Council approved a budget amendment for Wilshire Boulevard streetlight repairs

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: $350,000 (subject to annual appropriations)
Account Number(s): 101-30-30-3006-0000-62050
Fund: General Fund
Account Description: Other Outside Services

STAFF CONTACT:

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610



Streetlight Maintenance and Repair Contract

Interlocal Purchasing & Proposed Contract

State Law authorizes local governments to participate in cooperative purchasing via Inter-local agreements

- City of Dallas Contract:
  - Open procurement resulted in $8.2m contract award to Dalworth Lighting & Electrical Services, LLC of Fort Worth, TX in March 2022
  - Original term was five years with renewal options
  - Unit price contract for various types of streetlighting repairs and service
- Proposed Burleson Contract (based on the Dallas procurement) - $350,000 through September 2027
  - Fixed unit prices from the Dallas contract
  - No guaranteed contract spend, individual authorizations as needed per project as funding allows
- Funding: General Fund - Traffic Maintenance operating budget

Anticipated Uses of Proposed Contract

- Repairs to Wilshire Boulevard outages are the first priority
  - Operating budget amended July 21, 2025, to address
  - Work to be authorized within a week of contract approval and anticipated completion October / November (weather dependent)
- Remaining contract capacity may be used for on-demand streetlight repair and maintenance needs as budget allows – examples include:
  - Emergency repairs
  - Knock-downs
  - Accident response
  - Maintenance beyond staff capacity

High Priority: Wilshire Blvd



Section 1 (Renfro to IH 35)
- 20 fixtures need replacement
- 240/480V electrical service modification

Section 2 (Little Booger Creek to Renfro)
- 24 fixtures need replacement
- 240/480V service modification

Section 3 (S of Gardens to Little Booger Creek)
- 24 fixtures need replacement
- 240/480V service modification

Estimated Cost: $225k

Wilshire Blvd Lighting Repairs and Improvements

- Existing lighting was installed by the City in 1994 with 240/480v services (two “hot” wires)
- Approximately 48 of 60 fixtures do not meet applicable highway standards and replacement parts are increasingly challenging to source for others
- Existing electrical services require increased safety considerations during any repairs or maintenance compared to more standard 120/240v services – they have also sustained arc flash damage over the years that needs to be addressed





Transitioning to 120/240v services will increase safety and reduce maintenance costs

425

Council Action Requested

Staff Recommendation

Approve a two-year agreement with Dalworth Lighting & Electrical Services, LLC for streetlight repair and maintenance through an Inter-local Purchasing Agreement with the City of Dallas in the amount of $350,000

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
Ethompson@BurlesonTX.com
(817) 426-9610

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SERVICE AGREEMENT

This **SERVICE AGREEMENT** ("Agreement") is made and entered into by and between the CITY OF BURLESON (City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and DALWORTH LIGHTING & ELECTRICAL SERVICES ("Contractor").

WITNESETH:

WHEREAS, City and Contractor desire to enter into a contract by which Contractor will provide inspection and maintenance services for mast lights and streetlights on City of Burleson property.

WHEREAS, City desires to compensate Contractor for Contractor's services as provided herein.

NOW, THEREFORE, City hereby engages the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES.**

As outlined in Exhibit A of this Agreement and in the Contractor's response to Solicitation No. BV21-00016241, as facilitated by the City of Dallas.

2. **TERM.**

The term of this Contract upon execution shall be active until 9/30/2027 .

3. **COMPENSATION.**

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor's invoice for payment of same. The City shall pay Contractor an amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) in accordance with the proposal incorporated herein as **Exhibit A**, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Exhibit A Scope of Services. In the event of partial performance the City shall pay Contractor for only the itemized tasks completed and delivered. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

4. **TERMINATION.**

4.1. Written Notice.

The City or Contractor may terminate this Agreement at any time and for any reason by

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providing the other party with 30 days written notice of termination.

4.2. Non-appropriation of Funds.
In the event no funds or insufficient funds are appropriated by the City in any fiscal period for any payments due hereunder, City will notify Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

4.3. Duties and Obligations of the Parties.
In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

5. INDEMNIFICATION.

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE

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THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

6. MISCELLANEOUS PROVISIONS.

6.1. Right to Audit. Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Agreement at no additional cost to the City. Contractor agrees that the City shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

6.2. Independent Contractor. It is expressly understood and agreed that Contractor shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Contractor acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Contractor, its officers, agents, employees, servants, contractors and subcontractors. Contractor further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Contractor.

6.3. Government Function Clause. All parties agree that this contract is one wherein the City is solely performing a governmental function.

6.4. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations. If the City notifies Contractor of any violation of such laws, ordinances, rules or regulations, Contractor shall immediately desist from and correct the violation.

6.5. Records Retention. To the extent Section 552.371 of the Texas Government Code applies to Contractor and the Agreement, in accordance with Section 552.372 of the Texas Government Code, Contractor must (a) preserve all contracting information related to the Agreement in accordance with the records retention requirements applicable to the City for the duration of the Agreement, (b) no later than the tenth business day after the date of the City's request,

provide to the City any contracting information related to the Agreement that is in Contractor's custody or possession, and (c) on termination or expiration of the

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Agreement, either (i) provide to the City at no cost all contracting information related to the Agreement that is in Contractor's custody or possession or (ii) preserve the contracting information related to the Agreement in accordance with the records retention requirements applicable to the Contractor. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and Contractor agrees that the Agreement may be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

6.6. Non-Discrimination Covenant. Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

6.7. Assignment and Subcontracting. Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

6.8. Notice. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

TO CITY:

City of Burleson
City Manager
Attn: Tommy Ludwig
141 W. Renfro St.
Burleson, TX 76028

6.9. Governmental Powers. It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

6.10. No Waiver. The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

6.11. Governing Law and Venue. This Agreement shall be construed in accordance with

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the internal laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought on the basis of this Agreement, venue for such action shall lie in state courts located in Johnson County, Texas or the United States District Court for the Northern District of Texas.

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

6.13. Force Majeure. The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, pandemics, epidemics, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

6.14. Heading Not Controlling. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

6.15. Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

6.16. Amendment and Modification. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

6.17. Entirety of Agreement**.** This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

6.18. Signature Authority. The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other

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authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

6.19. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

6.20. Mandatory Ownership Disclosure Provision. If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

6.21. Non-Exclusivity. Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

6.22. No Third-Party Beneficiaries. Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

6.23. Basic Safeguarding of Contractor Information Systems. Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

6.24. Survivability. The terms of this Agreement, which by their nature one would reasonably intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

6.25. Insurance: The vendor, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as

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City will require:

a. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

b. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

    i. Comprehensive Automobile Liability insurance covering all owned, non owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

6.26. Counterparts; PDF Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

6.27. Mandatory Anti-Israel Boycott Provision**.** Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

a. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
b. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
c. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a

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firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

d. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and

otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

The remainder of this page is left intentionally blank

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF BURLESON:

By:_____

Date:_____

DALWORTH LIGHTING & ELECTRICAL SERVICES

DocuSigned by:

By: Mandy Brunson

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Date: 9/3/2025

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RECEIVED
2022 APR 19 AM 9:35
CITY SECRETARY
DALLAS, TEXAS

Resolution No. 22-0466
Contract No. DWU-2021-00016241

STATE OF TEXAS §
§ SERVICE PRICE AGREEMENT
COUNTY OF DALLAS §

THIS SERVICE PRICE AGREEMENT ("Contract") is made and entered into by and between the CITY OF DALLAS, a Texas municipal corporation, located in Dallas County, Texas (hereinafter called "City") and DALWORTH LIGHTING & ELECTRICAL SERVICES, LLC, a Texas limited liability company, with its principal office at 2701 Ludelle Street, Suite 101, Fort Worth, Texas 76105 (hereinafter called "Contractor").

1. DESCRIPTION OF WORK

A. For the consideration agreed below to be paid to Contractor by City, Contractor shall provide inspection and maintenance services for mast lights and streetlights at Dallas Water Utilities facilities and Stormwater Drainage Management properties in the City and County of Dallas, Texas, hereinafter called the "Services." The Services are to be performed in a good and workmanlike manner and shall conform in every respect to the following:

(i) City's Request for Bids (BV21-00016241);

(ii) City's Specifications for the Services (the "Specifications"), and all addenda thereto, attached as **Exhibit A**; and

(iii) Contractor's Bid, attached as **Exhibit B**.

B. All of the documents referred to in Subsection A of this Section 1 are incorporated by reference and made a part of this Contract for all purposes as though each were written word for word in this Contract; provided, however, that in case of a conflict in the language of the Request for Bids, the Specifications, the Bid and this Contract, the terms and conditions of this Contract shall control and are final and binding on both parties, and the Specifications shall control where they conflict with the Bid. Contractor and City further agree that should any dispute or questions arise respecting the true construction or meaning of any of these documents, the true meaning shall be decided by City and such decision shall be binding and conclusive upon Contractor.

2. DUE DILIGENCE AND COORDINATION

Contractor represents that, prior to submitting the Bid and executing this Contract, Contractor became and remains thoroughly acquainted with all matters relating to the performance of this Contract, all applicable laws and all of the terms and conditions of this Contract. All

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Services under this Contract shall be coordinated under, and performed to the satisfaction of, City's Director of the Water Utilities Department or the Director's designated representative, hereinafter called "Director."

3. PAYMENT

Upon completion of periodic performance of the Services by Contractor, acceptance of the performed Services by the Director, and receipt and approval of Contractor's invoices, submitted periodically to the Director, City will pay Contractor in accordance with the Specifications and the Bid. Contractor's periodic and final invoices shall be accompanied by sufficient backup information as required by the Director. Total payments by City during the term of this Contract shall be in the estimated amount of **EIGHT MILLION ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 58/100 DOLLARS ($8,195,848.58.),** subject to appropriations. The amount payable pursuant to this service price agreement may exceed the estimated amount,but may not exceed the amount of budgetary appropriations for this service price agreement during its term. The estimated amount is intended as guidance rather than a cap on spending under the Contract, so that actual need for the Services combined with the budgeted amount approved by the City Council annually for the Services during the term of the Contract will determine the actual authorized expenditure under this Contract. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Contractor, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

4. TERM

The term of this Contract shall be for a term of five (5) years, commencing on March 9, 2022, and terminating on March 8, 2027, unless sooner terminated in accordance with the provisions of this Contract. City may, at its sole discretion and without further City Council action, extend the term of this Contract for an additional six (6) months by filing with the City Secretary's Office an extension request form signed by the Contractor. Extensions greater than six (6) months must be authorized by City Council resolution. The schedule for completion of the Services shall be as provided in the Specifications; where the Specifications do not provide for time of completion, the schedule shall be as provided by the Director. Time is of the essence of completion of the performance of the Services. For good cause shown by Contractor, the Director may extend the time to perform the Services.

5. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS

A. Contractor shall possess or obtain any necessary permits required by City ordinance or State or Federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to the Services to be performed pursuant to the Contract.

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B. City has developed an Environmental Management System (EMS), based upon International Standards Organization (ISO) Standard 14001. As part of the EMS, City has adopted an environmental policy. Contractor acknowledges receipt of the environmental policy as a part of the Request for Bid and shall adhere to the policy and provide information to City in the form and at the times requested by City in furtherance of the policy.

C. This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Contractor shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

6. INDEPENDENT CONTRACTOR

Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of City in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

7. **INDEMNITY**

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CONTRACTOR AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES TO THIS CONTRACT AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR AND CITY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THE TERM OF THIS CONTRACT.

8. INSURANCE REQUIREMENTS

A. Contractor shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in **Exhibit C**, attached to and made a part of this Contract.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Contractor's insurer or any denial of liability by Contractor's insurer shall not exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

9. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for failure to appropriate funds, cause or for the convenience of City by giving at least ten (10) days advance written notice of termination to Contractor, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Contractor assign and transfer to City all of Contractor's rights and obligations under existing subcontracts that it has to perform Contract work in the event of termination under this Section. City shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

10. CONFLICT OF INTEREST

A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Contractor's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event

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giving rise to the potential or actual conflict of interest for the duration of the Contract term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Contractor's performance of its duties under this Contract by the existence of Contractor's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Contract by the City Manager.

B. The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Contract, to wit:

"CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code."

11. GIFT TO PUBLIC SERVANT

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City may terminate this Contract immediately if Contractor has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

12. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.

13. NOTICES

Except as otherwise provided in Section 12, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Director
City of Dallas
Water Utilities Department
1500 Marilla Street, Room 4AN
Dallas, Texas 75201

If intended for Contractor, to:
Owner
Dalworth Lighting & Electrical Services, LLC
2701 Ludelle Street, Suite 101

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Fort Worth, Texas 76105

14. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Contractor shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Contractor agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance.

C. Contractor shall furnish all information and reports required by the City Manager or his designee and shall permit the City Manager or his designee to investigate its payrolls and personnel records which pertain to current contracts with City for purposes of ascertaining compliance with this equal employment opportunity clause.

D. Contractor shall file compliance reports with City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of Contractor, and must be in the form that the City Manager or his designee prescribes.

E. If Contractor fails to comply with the equal employment opportunity provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part;

(2) Declare Contractor ineligible for further City contracts until it is determined to be in compliance.

15. ASSIGNMENT

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Contractor shall not sell, assign, transfer or convey its interest or rights in the Contract, or any claim or cause of action related thereto, in whole or in part, without the prior written consent of the City Manager. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

16. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Contractor under this Contract. City is granted the right to audit, at City's election, all of Contractor's records and billings relating to the performance of this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

17. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

19. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

20. COUNTERPARTS

This Contract may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

21. CAPTIONS

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The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

22. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and, except as otherwise provided in this Contract, their assigns.

23. MISCELLANEOUS

A. Where applicable by law, pursuant to Section 2271.002, Texas Government Code, the Contractor hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. The Contractor hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. Where applicable by law, pursuant to Section 2274.002, Texas Government Code, the Contractor hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used in the immediately preceding sentence, "firearm entity" and firearm trade association" shall have the meanings given such terms in Section 2274.001, Texas Government Code.

24. CERTIFICATION OF EXECUTION

The person or persons signing and executing this Contract on behalf of Contractor, or representing themselves as signing and executing this Contract on behalf of Contractor, do hereby warrant and certify that he, she or they have been duly authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions herein set forth.

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25. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this, the 28 day of March, 2022, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 22-0466, adopted by the City Council on 3, March, 2022, and by Contractor, acting through its duly authorized official.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO
City Attorney

BY Cal Estee (Apr 8, 2022 13:39 CDT)
Assistant City Attorney

CE

CITY OF DALLAS
T. C. BROADNAX
City Manager

BY
Assistant City Manager

MER

CONTRACTOR:
DALWORTH LIGHTING &
ELECTRICAL SERVICES, LLC,
a Texas limited liability company

BY
PRINTED NAME Paul Moore
TITLE President

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220466

EXHIBIT

A

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Request for Bids (RFB)

Project Title: DWU City-wide Inspection & Maintenance of Mast and Street Lights

Buyer Solicitation Number: BV21-00016241

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Specifications

I. Introduction, Purpose, and Intent

The intent of this specification is to establish a five (5) year Indefinite Delivery/Indefinite Quantity (ID/IQ) service price agreement for city-wide inspection and maintenance of mast and street lighting program for divisions of Dallas Water Utility (DWU) approximately 21 mast and 420 streetlights.

This will establish both initial anticipated cleanup efforts, and a 5-year service contracts. ID/IQ agreement is established when quantities of services and/or delivery schedules cannot be determined. Services under this agreement will be ordered on an as needed basis for the term of the agreement.

The City of Dallas (City) is soliciting bids to establish a five (5) years mast and street lighting fixture preventative maintenance and repair program for Dallas Water Utility (DWU):

- Stormwater drainage management division - approximately 120 streetlights
- Southside wastewater treatment plant (WWTP) - 21 mast lights and 66 streetlights
- Collection division - 41 streetlights
- Distribution division - 64 streetlights
- Elm Fork WTP - 86 streetlights
- Eastside WTP - 40 streetlights.

The work includes, but is not limited to repair, replacement, adjustment, and maintenance of mast and street light poles, pipe arms, foundations, heads, and related parts and materials; painting of mast & street light poles and emergency response, etc.

II. Pre-Bid Meeting Schedule, Questions, and Inquiries

During the solicitation process bidders are required to limit their communication regarding this project to the Buyer referenced herein. A pre-bid meeting will be held by the City whereby the bidders will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The pre-bid meeting will be the only time when bidders and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be addressed to the assigned Buyer. Bidders may submit their questions electronically through the City solicitation portal, https://dallascityhall.bonfirehub.com/login. All questions shall be submitted electronically. The City will respond to all questions by way of addendum which will be posted as part of the solicitation. The City, its agents, and employees shall not be responsible for any information given by way of verbal communication.

The deadline for the submission of questions is 5:00 pm on June 10, 2021.

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III. Bid Submittal Requirements

To be considered responsive, bid response must be submitted electronically (https://dallascityhall.bonfirehub.com/login.) by the due date and time indicated in the solicitation. All bidders submitting bids through the electronic bidding system **shall scan and upload a copy of their $100.00 bid security (sealed bid bond, certified check or cashier's check) as an attachment to their electronic bid. Original document(s) for the bid security shall be required from the recommended vendor(s) to be delivered to the city's purchasing agent upon request.** Bid security shall be delivered to: Office of Procurement Services, 3rd floor, Dallas City Hall, Room 3FN, Dallas, Texas 75201. The bid security of recommended bidders will be retained until such time as the awarded bidder has executed the contract. If the awarded bidder fails to execute and deliver the contract within ten (10) days after the notice of award, City may annul the notice of award and shall be entitled to make a claim against the bid security. The bid security of recommended bidders will be retained until the contract is awarded and the contract becomes effective, or all bids are rejected, whereupon bid security furnished by all recommended bidders will be returned.

The following documents should be submitted with your bid:

- Copy of Bid Security ($100.00)

IV. Local Preference

Local Preference - Sections 2-32(h)(2) and (h)(3) of the Dallas City Code (adopted pursuant to Sections 271.905 and 271.9051 of the Texas Local Government Code), as amended, authorize the City of Dallas to grant a preference to a local business (a business with its principal place of business in the City of Dallas) and b) in awarding certain competitively bid contracts with the City when the local business bid is within a specified percentage from the lowest responsible bid, please refer to sections 40-42 of this document. A business interested in being considered for local preference shall complete the Office of Procurement Services Local Preference Affidavit (OPS-FRM-144) and submit the form with its bid.

V. Specifications or Scope of Work

Definitions

Streetlights: Lights usually on a pole and constituting one of a series spaced at intervals along a public road or highway. There are approximately:

120 such lights on the Ronald Kirk Bridge and Felix H. Lozada Sr. Gateway, Cedar Crest/MLK gateway plaza.
66 streetlights on 10011 Log Cabin Road.
41 streetlights on 2545 Valleria Dr. and 8915 Adlora Lane;
64 streetlights on 4120 Scottdale.
86 streetlights on 1440 Whitlock
40 streetlights on 405 Long Creek Rd.

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Mast Lights: Lights usually on a tall pole (100 feet or more) with lighting attached to the top pointing towards the ground, usually but not always used to light a highway or recreational field. It is used at sites that require lighting over a large area. There are 21 mast lights on 10011 Log Cabin Road.

For the purpose of this contract, "Mast & Street Lights" shall be understood to mean the luminary, including lamp, reflector, refractor, leads, contacts, socket, and housing, and in addition thereto, the ballast, the photo cells and the wiring within and between poles, underground or aerial, as it pertains to preliminary investigation to locate "shorts" or "opens," as well as theft, damage of feeders, branch circuits, and control equipment including control conductors

Preventative Maintenance - The Contractor shall service each light pole a minimum of once every three months or as needed.

Preventative maintenance shall include:

- Changing burnt out light bulbs
- Replacement of some existing mast light fixtures with LED fixtures
- Re-painting of poles where needed
- Scheduled maintenance visits by selected vendor shall include an inspection of all electrical system equipment, maintenance, and monitoring; as well as meeting all applicable City Codes.
- The City reserves the right to obtain a second opinion on recommended repairs that would be considered major replacements or overhauls to any system. If the second opinion concludes that such repairs are not warranted the selected vendor shall make only the repairs that were deemed necessary.

Work to be Performed by Contractor - Within twenty-four (24) business hours of notification by the City, the Contractor shall diagnose source of malfunction within said light or lighting system, including control circuits, branch circuits or feeders, annual resistance (Megger) testing of feeders to check for damage or insulation deterioration.

If malfunction involves fixtures, lamp, ballast, photo-cell, igniters, leads, branch circuits, any and all feeders, contacts, sockets, or other parts, the Contractor shall immediately replace said malfunctioning part under the time and materials payment schedule. If the malfunction requires more than minor repairs, the Contractor shall provide a written estimate of the time and material cost to the City; and receive authorization prior to performing repairs or replacements.

The Contractor shall clean said components each and every time a service call is made to the Street & Mast light (fixture) under the terms of this contract. Cleaning shall consist of wiping the lens, refractor, opal glass with a clean, soft cloth so as to remove all dirt, dust, and foreign matter.

The Contractor shall be responsible for obtaining any required permits and for providing all necessary traffic control.

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The Contractor shall service the street & mast light (fixture) between the hours of 8:00 am and 4:00 pm. Any work at night shall only be done on an emergency basis and with the required authorization from the City.

In the event of a knockdown, the Contractor shall provide replacement of a type approved by the City until permanent repairs can be accomplished. The Contractor shall not reinstall the damaged equipment even if there are no visible signs of damage. At any time the Contractor is notified of an emergency situation by the City, the Contractor shall call the appropriate phone number or email the appropriate City personnel of the nature of the emergency call. Upon completion of the emergency work, the Contractor shall notify the City by telephone and/or email that the emergency work has been completed.

******PROPER REQUIRED PPE MUST BE WORN AT ALL TIMES. SAFETY RULES LAID OUT IN NFPA 70E MUST BE FOLLOWED AT ALL TIMES. ALL WORK WILL BE PERFORMED IN COMPLIANCE WITH THE NEC 2014 AND INSPECTED BY THE CITY OF DALLAS BUILDING INSPECTIONS. ANY WORK MAY BE INSPECTED AT ANY TIME BY THE FLOODWAY OPERATIONS (MANAGER III OR MASTER ELECTRICIAN.*****

Warranty - The awarded vendor(s) shall furnish the same warranties as offered to the general public.
The start of the warranty period shall commence from the date of delivery as shown on City of Dallas Repair Work Orders of the requesting City of Dallas Department repair facility.
Bidders should state the warranty period offered (from the date of delivery) in the appropriate space on the bid sheet. Failure to do so may render the bid non-. Responsive.

Security Background Check Requirement - The Contractor shall provide a list of any individual who may be involved with maintenance of the City's street & mast lights. Individuals on this list shall submit for background checks by the City. Upon an acceptable background check, the Contractor shall issue each individual a photo identification card to be carried whenever the individual is working under this contract

Licenses - The Contractor shall have, at the time of submission, and maintain for the term of the contract, all required federal, state and local licenses required in the service of this contract. Copies of licenses shall be provided within five (5) days of request and subject to the review of the City's Building Inspection and/or the Dallas Water Utilities (DWU).

Removing and Salvaging Electrical Equipment - All salvaged electrical material shall become property of the Contractor.

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VI. Communication

The need to respond quickly and clearly is essential to the City. Contractors shall answer written correspondence from the City within three (3) working days. Phone calls from the City shall be responded to immediately.

The Contractor shall provide to the City contact telephone number(s) during the entire term of the Contract where the Contractor or representative can be reached 24 hours a day, 365 days a year.

VII. Failure to Perform

Should the Contractor fail to properly execute the work in a timely or correct matter as provided under the terms of this Contract, the City, after providing the Contractor with three (3) business days' notice to complete or correct said work, may perform or hire another Contractor to perform such work and deduct the cost plus 25% thereof from any payment due to the Contractor.

It is understood and agreed that failure on the part of the Contractor to respond within one (1) hour to any emergency service call and have the issue resolved within 2-4 hours as provided will cause the City to suffer an unascertainable amount of damage. Therefore, the Contractor agrees to pay to the City, not as a penalty but as liquidated damages, the amount of $100 per hour. The time for such liquidated damages shall commence from the first hour after the required response time for emergency service calls indicated in the previous sections. The total amount of liquidated damages will be totaled and deducted from the monthly invoice payment.

VIII. Award Method

The City's intent is to award this solicitation in its entirety, but the City reserves the right to award in the method that is most advantageous to the City.

The City reserves the sole discretion to determine whether a solicitation response is responsive. City reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of City. Late bids will not be considered for award.

IX. Location and Invoicing

The City shall pay invoices in 30 days. In order for the City to pay invoices in 30 days, the vendor's invoice must be correct, and reflect the work or goods delivered to the City.

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The 30 days begin when the City has received a correct invoice reflecting the work or goods delivered. If the City receives an invoice that is not correct and/or reflective of work or goods that have been delivered, the City will request a corrected invoice and the 30-day period will begin once the correct invoice has been received. All work described in the vendor invoice must have been delivered in compliance with the terms of the contract.

Invoices shall be submitted monthly to the City for payment, unless both parties agree to alternative arrangement based on project milestones. Each invoice submitted for payment shall include, at a minimum, the following information:

- Name and address of the department for which services were provided
- Contact information of City staff who placed order (name, phone number, department)
- Date of order or Service
- Detailed description of each service
- Price good or services (charges for all services covered by this contract are to be separately stated and explained
- Total cost of goods/services

Submitting invoices without the above information may cause delays in payment processing. Incorrect invoices or invoices sent to the wrong address will delay payment. Vendors who fail to follow these instructions risk having the contract with the City cancelled.

X. Documents Submitted with Bid or upon Request

1. Bid Security (sealed bid bond, certified check, or cashier's check) (Required)
2. Business Information Form (OPS-02)
3. Conflict of Interest Policy and Questionnaire (OPS-06, State Form CIQ)
4. Statement of Insurability and Quote (OPS-04)
5. Business & Workforce Inclusion Pre-Bid/Proposal Form (BWI-FRM-623)
6. Business & Workforce Inclusion Workforce Composition Form (BWI-FRM-627)
7. Copy of contractor's internal affirmative action plan or policy
8. Living Wage Affidavit (OPS-03)
9. Sample Contract with markups
10. Any other City documents as required

XI. Opening of Bids

Bids will be opened by the City at 2:00 p.m. the day following the due date. Bids will be publicly opened in compliance with public bid opening statutory requirements.

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XII. Review of Bids

1. The City will review bids for compliance to determine whether bids are responsive and responsible and whether the bids meet minimum requirements.
2. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the bid.
3. Please be aware that the City of Dallas may use sources of information not supplied by the bidder concerning the abilities to perform this work or meet the minimum requirements. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Dallas.

XIII. Bid Pricing

1. Bid pricing shall be firm for the entire contract unless otherwise stated herein. The Contract shall commence on the date of award by the Dallas City Council and upon the execution of the Contract.
2. Costs not included or calculated in the applicable unit prices as bid will not be paid by the City, regardless of the intentions of the bidder when the bid was submitted and regardless that those costs were actually incurred.

XIV. Insurance Requirements

The successful contractor will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Attachment 1 and agrees to the indemnification agreement therein.

XV. Rejection or Acceptance of Bids

1. This RFB does not commit the City to award a Contract. The City reserves the right to reject any or all bids, to waive technicalities or irregularities, and to accept any bid it deems to be in the best interest of the City. The City shall not be liable for any costs incurred by any company responding to this RFB.
2. The City will require the recommended bidder to sign the necessary Contract documents prepared by the City Attorney's Office, if applicable. If applicable, a sample Contract is included as an attachment. Bidders must take exception to any term of the Contract to which it will not agree in its bid.

XVI. Late and Withdrawn Bids

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Bids are required to be submitted electronically using the City procurement website https://dallascityhall.bonfirehub.com/login. The system will not accept submittals after the due date and time and hard copy submittals are not permissible.

XVII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Bids will be opened by the City to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a bid that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the bid "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a bid, the bidder shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for the City Attorney to present the matter to the Attorney General of Texas for final determination.

XVIII. Disqualification of Bidders

Bidders may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the bidders
- The bidder is involved in any litigation against the City of Dallas
- The bidder is in arrears on an existing contract or has failed to perform on a previous contract with the City of Dallas

XIX. Permits Required by Law

Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XX. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the City, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The City reserves the right to audit any records it deems necessary for the execution of this Contract.

XXI. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior

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written consent of the City. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Contractor attempts to assign the Contract without the prior written consent of the City;
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the City in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Contract.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIII. Termination

The City may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The City will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXIV. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.

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2. Bidders shall submit with their bids, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Bidders shall thoroughly familiarize themselves with the provisions of these Specifications.
4. The City reserves the right to reject all bids and to waive any minor irregularities.
5. A bid may be disqualified if the corporation or individual bidder is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, bidders may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Contractor will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXV. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

(a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

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(c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.
(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.
(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public. (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

XXVI. Indemnity

The selected bidder agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected bidder's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected bidder, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected bidder(s) and City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXVII. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than $50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than $12.38 per hour.

2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than $50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Contractors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their

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bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.

3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.

4. The City Manager shall use the following definitions to administer the benefactors of the "wage floor" for purposes of the referenced resolution:
    - "City" means the City of Dallas, Texas.
    - "General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than $50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.
    - "Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general
    - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXVIII. Wage Floor Reporting Requirements

Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

XXIX. Wage Floor Compliance Requirements

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Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be considered responsive. The City may request that Contractors, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Contractors not compliant with the wage floor requirement will be deemed non-responsive and will not be considered for award. Contractors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

XXX. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFB. Respondents are encouraged to prepare their bids simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFB.

XXXI. Contract Award

The City reserves the right to award this bid to the lowest bidder(s) by line, group, in its entirety, or in a manner that is most advantageous to the City. By submitting a bid, the bidder agrees to be bound by these terms and conditions unless otherwise noted herein. The final contract is subject to City Council approval.

XXXII. Certificate of Interested Parties (Form 1295)

All vendors recommended by City staff for a contract pursuant to this RFB will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ,

and submit a copy to the buyer before the contract information will be sent to the City Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the buyer; the staff recommendation will be placed on a City Council agenda to award the contract.

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EXHIBIT B

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City of Dallas
Bid Sheet
For City-wide Inspection & Maintenance of Mast and Street Lights

BID SHEET INSTRUCTIONS - Enter the unit price and percentage in the column indicated. Please use this bid spread sheet within the Excel program so that the Extended Cost can automatically calculated. Any exception taken per the specifications' or bid sheet may be deemed non-responsive, if not approved by way of addendum. The bid will be awarded in its entirety the City reserves the right to award that which is most advantageous to the City. It is the bidder's responsibility to verify all calculations.

Line	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost
	Southside Wastewater Treatment Plant				
1	Replace Thirteen, 4 - HPS 1000W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein.	52	Each	$3,238.64	$168,409.28
2	Replace Four, 4 - MH 400W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein	16	Each	$2,588.71	$41,419.36
3	Replace 6 - MH 1000W lighting bulbs with high quality LED fixtures on existing mast pole at locations, as specified therein.	6	Each	$2,626.66	$15,759.96
4	Replace Three, 8 - MH 1000W lighting bulbs with high quality LED fixtures on existing mast poles at locations, as specified therein.	24	Each	$2,182.91	$52,389.84
5	Replace Twenty, 120 vac 0.2 amps beacon lighting atop nine existing mast poles with high quality LED fixtures, as specified therein.	20	Each	$276.25	$5,525.00
6	Provide for and adapt Nine, D. 150KVA 1 phase 480 volts 120/240 transformers on existing mast light poles with beacon, as specified therein.	9	Each	$962.50	$8,662.50
7	Provide preventative maintenance on Twenty-Three (23) Philips Lighting HPS-1000W, MH-100W, MH-400 mast lights	460	Each	$2,975.00	$1,368,500.00
8	Provide preventative maintenance on Sixty-Six (66) Rab 78 Watts 277V LED street lights	1320	Each	$491.35	$648,582.00
9	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace mast light poles.	4	Each	$28,908.41	$115,633.64
10	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	11	Each	$4,985.00	$54,835.00
11	Labor charge for additional repair service using three man team (of two jorneymen and one assistant electrician) during normal business hours.	1250	Hour	$221.00	$276,250.00
12	Labor charge for additional repair service using three man team during emergency .	85	Hour	$331.50	$28,177.50
13	Labor and materials for painting mast light poles	4	Each	$4,000.00	$16,000.00
14	Labor and materials for painting street light poles	11	Each	$1,000.00	$11,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		
15	Discount / Markup (+/-) for parts (estimated expenditure) - =	$10,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$2,821,144.08
	Stormwater Drainage Division	**Estimated Quantity**	**Unit**	**Unit Cost**	**Extended Cost**
16	Provide preventative maintenance on One Hundred & Twenty (120) KIM Lighting HSF/WP9LE3, WP9SE3/60W, 90W COSMO240/WH-P street lights	2400	Each	$497.92	$1,195,008.00
17	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	20	Each	$4,985.00	$99,700.00
18	Install 40' street light pole, luminiare, and reconnect electrical service	20	Each	$3,100.00	$62,000.00
19	Labor charge for repair services - Normal business hours	720	Hour	$105.00	$75,600.00
20	Labor charge for additional repair service using three man team during emergency .	155	Hour	$331.50	$51,382.50

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21	Labor and materials for painting street light poles	20	Each	$1,000.00	$20,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		
22	Discount / Markup (+/-) for parts (estimated expenditure) - = discount and + = markup	$10,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$1,513,690.50
	Collection Division				
23	Provide preventative maintenance on Forty-One (41) Rab 250 Watts LED street lights	820	Each	$696.64	$571,244.80
24	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	8	Each	$4,985.00	$39,880.00
25	Labor charge for repair services - Normal business hours	246	Hour	$105.00	$25,830.00
26	Labor charge for additional repair service using three man team during emergency .	53	Hour	$331.50	$17,569.50
27	Labor and materials for painting street light poles	8	Each	$1,000.00	$8,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		
28	Discount / Markup (+/-) for parts (estimated expenditure) - =	$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$663,524.30
	Distribution Division				
29	Provide preventative maintenance on Forty (40) KIM Lighting CC/CCS25 street lights	800	Each	$1,000.21	$800,168.00
30	Provide preventative maintenance on 24 Philips Lighting PFL150-NW-G1-S-FL-8-BZ LED Floodlight, 150W, 4000K, 120-277V street lights	480	Each	$935.71	$449,140.80
31	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	12	Each	$4,985.00	$59,820.00
32	Labor charge for repair services - Normal business hours	384	Hour	$105.00	$40,320.00
33	Labor charge for additional repair service using three man team during emergency .	82	Hour	$331.50	$27,183.00
34	Labor and materials for painting street light poles	12	Each	$1,000.00	$12,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		
35	Discount / Markup (+/-) for parts (estimated expenditure) - =	$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$1,389,631.80
	Elmfork Water Treatment Plant				
36	Povide preventative maintenance on Eighty-Six (86) GE 250W LED Type B street lights	1720	Each	$545.92	$938,982.40
37	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	15	Each	$4,985.00	$74,775.00
38	Labor charge for repair services - Normal business hours	516	Hour	$105.00	$54,180.00
39	Labor charge for additional repair service using three man team during emergency .	115	Hour	$331.50	$38,122.50
40	Labor and materials for painting street light poles	15	Each	$1,000.00	$15,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		

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41	Discount / Markup (+/-) for parts (estimated expenditure) - =	$1,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$1,122,059.90
	Eastside Water Treatment Plant				
42	Povide preventative maintenance on Forty (40) DSXF3 LED 6P3 50K DNAXD MVOLT street lights	800	Each	$556.85	$445,480.00
43	Emergency response (within 1 hour of call) to clear knocked down poles, secure all electrical hazards and replace street light poles.	8	Each	$4,985.00	$39,880.00
44	Install 4"X20' street light pole, luminiare, and reconnect electrical service	50	Each	$2,500.00	$125,000.00
45	Labor charge for repair services - Normal business hours	240	Hour	$105.00	$25,200.00
46	Labor charge for additional repair service using three man team during emergency .	52	Hour	$331.50	$17,238.00
47	Labor and materials for painting street light poles	8	Each	$1,000.00	$8,000.00
	(Parts) Description	**Total Est. 5 Yr Expenditure**	**% Markup/ Discount (+/-) on Price List**		
48	Discount / Markup (+/-) for parts (estimated expenditure) - =	$25,000.00	0%		
	Total w / Markup				
	Total w / estimated Expenditure				$685,798.00

Total amount **$8,195,848.58**

Dalworth Lighting and Electrical
Company Name

David W. Lotfi

7/28/2021
Date

Customer Service Manager
Title of Representative

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EXHIBIT C

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Insurance Requirements

SECTION A.
CONTRACTOR shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONTRACTOR UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.
The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONTRACTOR and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONTRACTOR shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONTRACTOR).

SECTION C. REQUIRED PROVISIONS
The CONTRACTOR agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
(i) Office of Procurement Services, Attention: Mario Torres, 1500 Marilla St 3FN, Dallas, Texas 75201 and
(ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.

b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.

c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

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Insurance Requirements

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONTRACTOR'S right to maintain reasonable deductibles, CONTRACTOR shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: $500,000.00 Each Accident
Bodily Injury by Disease: $500,000.00 Each Employee
Bodily Injury by Disease: $500,000.00 Policy Limit

The policy shall include:

a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

i. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
ii. If CONTRACTOR is a non-subscriber or is self-insured, CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of $ 500,000.00 per occurrence.

The policy shall include

a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
b) An endorsement to waive of subrogation in favor of the City of Dallas, its

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officers and employees, for bodily injury (including death), property damage or any other loss.

c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTE:

i. If CONTRACTOR has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a letter on official letterhead stating such to meet the requirement for owned autos.

3. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000.00 per occurrence, $2,000,000.00 products/completed operations aggregate, $2,000,000.00 general aggregate.

The policy shall include:

a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.

b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.

c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

4. **UMBRELLA OR EXCESS LIABILITY INSURANCE**

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Insurance Requirements

Providing coverage following form of the primary liability coverages described in 1, 2, and 3, with minimum combined bodily injury (including death) and property damage limit of $2,000,000.00 per occurrence and $2,000,000.00 annual aggregate.

a) If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. CONTRACTOR LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONTRACTOR or its subcontractors shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONTRACTOR from liability.

SECTION G. INDEMNITY

CONTRACTOR agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees, or subcontractors, in CONTRACTOR'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from

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Insurance Requirements

the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONTRACTOR and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR (COMPANY NAME): DALWORTH LIGHTING & ELECTRICAL SERVICES

BY: _____
Signature of Authorized Representative

NAME: GREGORY KNOWLES
Name of Authorized Representative (please print)

DATE: 2-15-22

Docusign Envelope ID: BEEDCE37-071A-4D04-8FD6-45F89FD99AC6

220466

Memorandum

CITY OF DALLAS

DATE March 24, 2022

TO Theresa Mackey
Office of Procurement Services

SUBJECT CERTIFICATE OF INSURANCE
Vendor: Dalworth Lighting & Electrical Services
Name of Project: Maintenance of Mast and Street Lights for Dallas Water Utilities RR-210510-POM-3913
Project /Bid Number DWU-2021-00016241, BV21-00016241

We have reviewed the certificate(s) of insurance for the project and contractor shown above and have found them to be in compliance with the insurance requirements of the contract.

To ensure the accuracy of our records and to ensure appropriate monitoring of this contract, please advise the end date for this project. If the end date changes, please update our office on the changed date to ensure insurance is monitored through the life of the contract.

Please call me at 214-671-5403 should you have any questions.

Tiffany Harris
Sr. Risk Analyst
Office of Risk Management

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WHEREAS, on March 23, 2016, City Council authorized a one-year service contract for light pole maintenance and repair services for Trinity Watershed Management with Environmental Lighting Services LLC, in an amount not to exceed $84,640.00, by Resolution No. 16-0415; and

WHEREAS, on January 13, 2017, Administrative Action No. 17-5081 authorized Supplemental Agreement No. 1 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2017 to March 22, 2018, with zero cost, having no effect on the contract amount; and

WHEREAS, on March 22, 2018, Administrative Action No. 18-5545 authorized Supplemental Agreement No. 2 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2018 to March 22, 2019, with zero cost, having no effect on the contract amount; and

WHEREAS, on March 27, 2019, Administrative Action No. 19-5715 authorized Supplemental Agreement No. 3 to extend the service contract for one year for light pole maintenance and repair services with Trinity Watershed Management from March 22, 2019 to March 22, 2020, with zero cost, having no effect on the contract amount; and

WHEREAS, on September 21, 2020, Administrative Action No. 20-6047 authorized Supplemental Agreement No. 4 to extend the term of the agreement with Trinity Watershed Management for light pole maintenance and repair services from March 22, 2020 to March 22, 2021, in an amount not to exceed $21,160.00, from $84,640.00 to $105,800.00.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with Dalworth Lighting and Electrical (VC24245), approved as to form by the City Attorney, for inspection and maintenance of mast and street lighting for the Water Utilities Department for a term of five years, in the estimated amount of $8,195,848.58. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. Payments made to Dalworth Lighting and Electrical shall be based only on the amount of the services directed to be performed by the City and properly performed by Dalworth Lighting and Electrical under the service price agreement. The City Manager is further authorized, in the City Manager's sole discretion, to exercise an option to extend the agreement for six months by filing a notice of extension with the City Secretary's Office.

Docusign Envelope ID: BEEDCE37-071A-4D04-8FD6-45F89FD99AC6

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an estimated amount of at least $8,195,848.58, but not more than the amount of budgetary appropriations for this service price agreement during its term to Dalworth Lighting and Electrical from Service Price Agreement Contract No. DWU-2021-00016241.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

MAR 09 2022

CITY SECRETARY

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on an ordinance establishing a No Parking Zone along both sides of S. Dobson Street between Miller Street and Booger Creek and along both sides of W. Miller Street from S. Dobson Street to S. Commerce Street; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, providing for publication; and an effective date. (First Reading) *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

On April 21, 2025, City Council received a report, held a discussion, and provided staff direction on the Dobson Street Safety Study. Council directed staff to take the appropriate steps to restrict parking along the subject blocks in the vicinity of Nola Dunn Elementary School. The intent of this ordinance is to establish official No Parking Zones as requested.

RECOMMENDATION:

Approve on first reading an ordinance establishing a No Parking Zone along both sides of S. Dobson Street between Miller Street and Booger Creek and along both sides of W. Miller Street from S. Dobson Street to S. Commerce Street; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, providing for publication; and an effective date.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

August 5, 2024: City Council approved a professional services agreement for the Dobson Safety Study (Item 5.C).

April 21, 2025: City Council directed staff to take appropriate steps to restrict parking as a result of the Dobson Safety Study (Item 8.A).

REFERENCE:

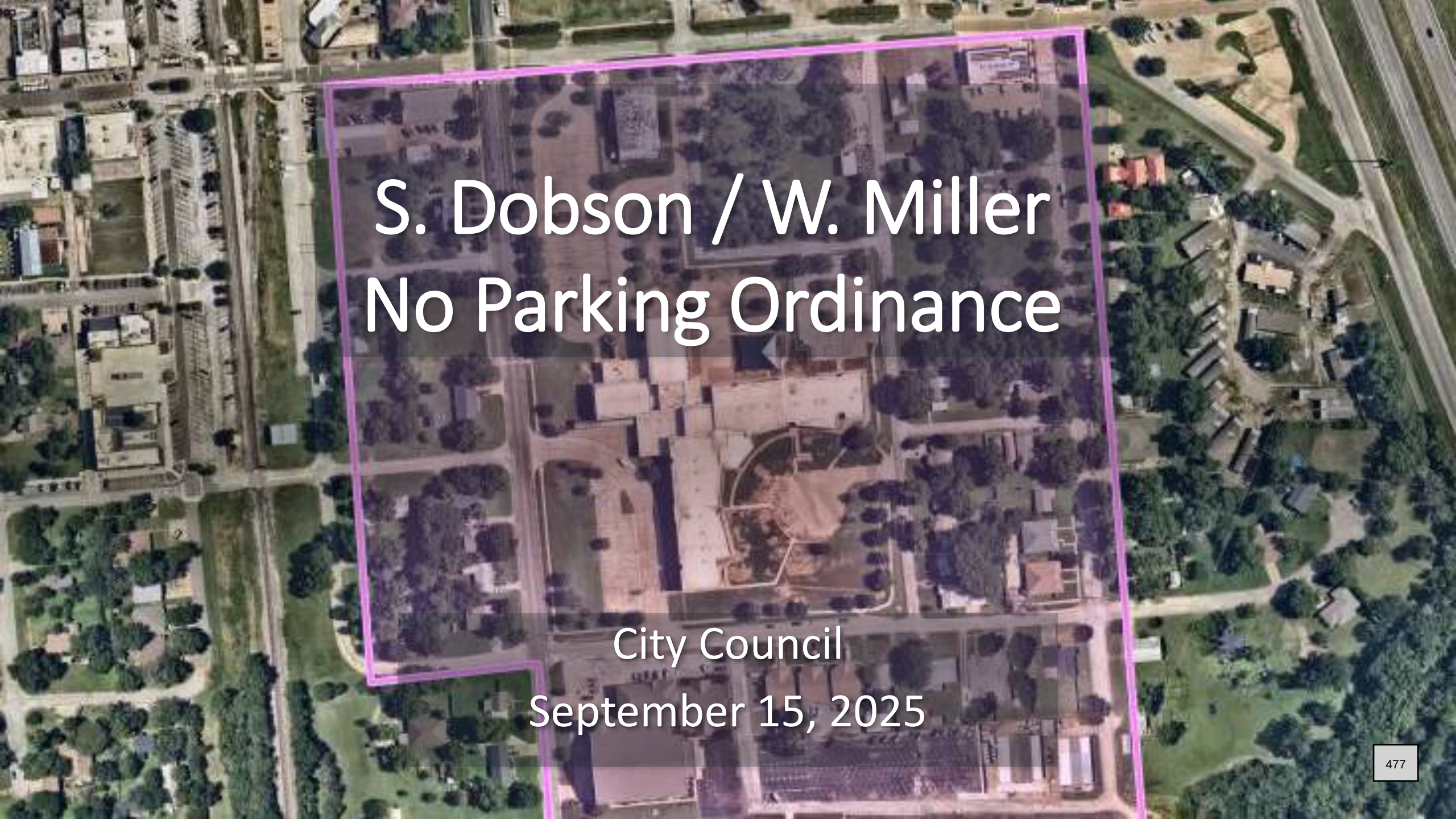
N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Errick Thompson, P.E., CFM®
Director of Public Works
ethompson@burlesontx.com
817-426-9610



S. Dobson / W. Miller No Parking Ordinance

City Council

September 15, 2025

Background

- August 5, 2024: City Council approved Professional Services Agreement for the Dobson Safety Study in response to concerns raised in the area
- Study included weekday and weekend peak periods to cover both primary traffic generators
  - Nola Dunn Elementary
  - Open Door Church

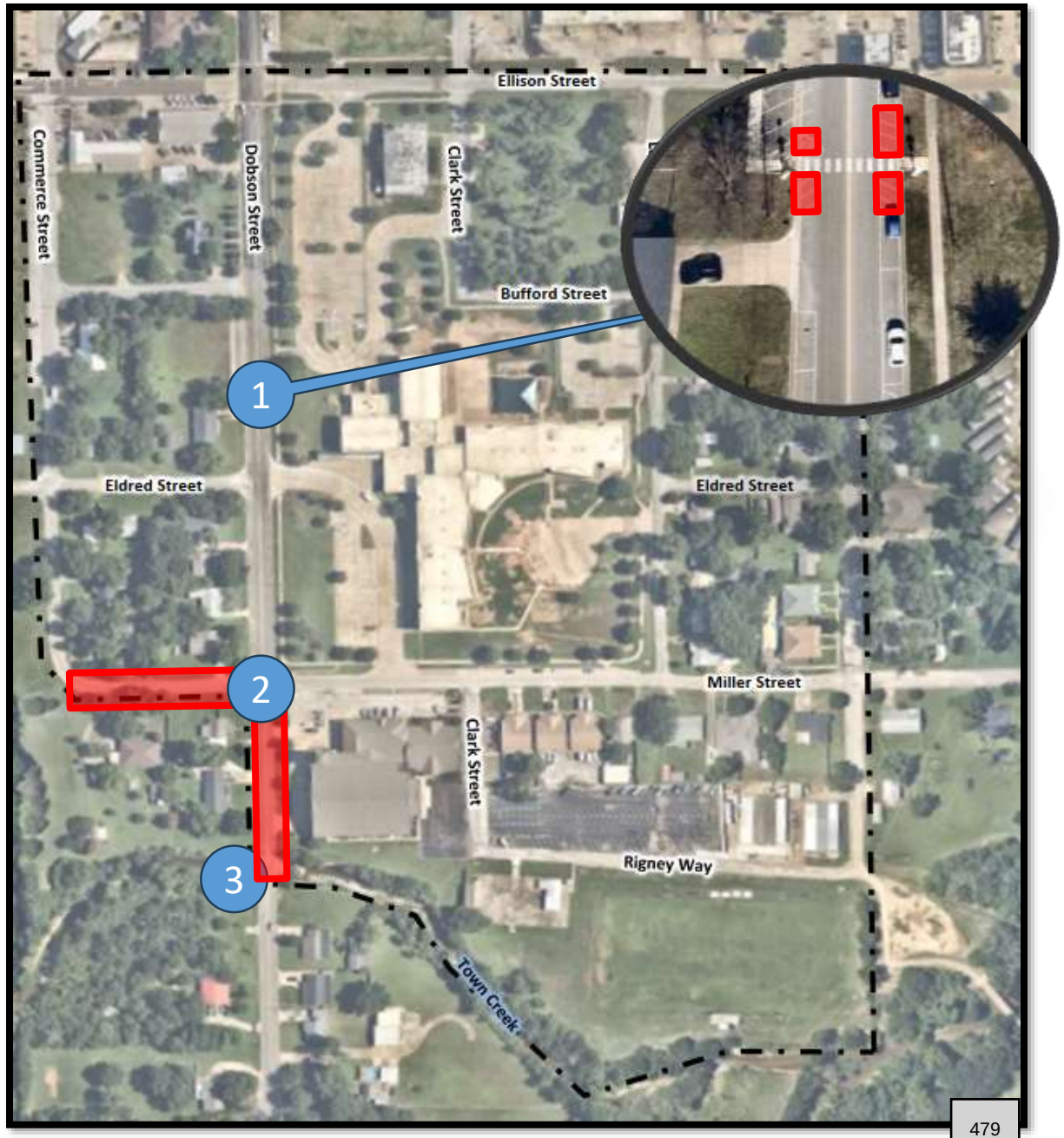


- April 21, 2025: City Council received a presentation on study results and provided direction

Council Direction

April direction included:

- Exploring enhanced pavement markings to further discourage parking in hatched areas along S. Dobson, especially adjacent to the mid-block crosswalk (36” tall delineators installed)
- Restricting parking along the 30’ wide portion of S. Dobson from Miller to the bridge and along Miller from S. Dobson to S. Commerce (ordinance required)
- Addressing the missing sidewalks in upcoming capital programs



Council Action Requested

Staff Recommendation:

Approve on first reading an ordinance establishing a No Parking Zone along

- both sides of S. Dobson Street between Miller Street and Booger Creek
- both sides of W. Miller Street from S. Dobson Street to S. Commerce Street

Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
Ethompson@BurlesonTX.com
(817) 426-9610

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING DIVISION 1 "PUBLIC STREETS" OF ARTICLE II "PARKING" OF CHAPTER 78 "TRAFFIC AND VEHICLES" BY ADDING NEW SECTION 78-54 "NO PARKING ZONES" DESIGNATING PORTIONS OF S DOBSON STREET BETWEEN MILLER STREET AND THE BRIDGE AT BOOGER CREEK AND W MILLER STREET FROM S DOBSON STREET TO S COMMERCE STREET AS NO PARKING ZONES TO THE CITY OF BURLESON CODE OF ORDINANCES; DIRECTING THE CITY MANAGER OR DESIGNEE TO ERECT THE APPROPRIATE SIGNAGE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas ("City") 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 Texas Local Government Code; and

WHEREAS, the City conducted a study the traffic patterns along S Dobson St from a safety perspective and reviewed the results of the study on April 21, 2025; and

WHEREAS, the results of the study called for, among other things, parking restrictions on S Dobson St and W Miller St; and

WHEREAS, the City Council desires to set forth parking restrictions on S Dobson St and W Miller St as set forth in this ordinance; and

WHEREAS, the City Council hereby finds and determines that the parking restrictions set forth in this ordinance are reasonable and safe, in the best interest of the public, and are adopted in furtherance of the public health, safety, morals, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

SECTION 1.

Division 1 "Public Streets," of Article II "Parking," of Chapter 78 "Traffic and Vehicles," of the Code of Ordinances, City of Burleson, Texas to read amended to add Section 78-54 "No

Parking Zones" to read as follows:

"§ 78-54 No Parking Zones.

(a) Regulating the parking stopping or standing of vehicles in and along a public roadway. It shall be a violation of this section to park, stop, or stand a vehicle within the street, roadway, or right-of-way of the following highway at any time:

(1) There shall be no parking, stopping, or standing of vehicles on either side of the roadway along S. Dobson Street from Miller Street south to the bridge over Booger Creek (also known as Town Creek), in the city.
(2) There shall be no parking, stopping, or standing of vehicles on either side of the roadway along W. Miller Street from S. Dobson Street west to S. Commerce Street, in the city.

(b) Authorize erection of appropriate signs. The city manager or their designee is hereby authorized to cause to be erected, appropriate signs designating no parking, stopping or standing at any time.

(c) Penalty. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any amount not to exceed five hundred dollars ($500.00), and each occurrence that such violation continues shall constitute a separate offense and shall be punishable accordingly."

SECTION 2.

The City Manager or designee is hereby directed to erect or cause to be erected appropriate signage giving notice of the no parking zones established herein.

SECTION 3.

The findings set forth above in the recitals of this ordinance are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 4.

It is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 5.

This ordinance shall be cumulative of all provisions of all existing ordinances of the City, and shall not repeal any of the provisions of such ordinances except in those instances where provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 6.

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

SECTION 7.

All rights or remedies of the City are expressly saved as to any and all violations of the City Code or any amendments thereto regarding fees for the provision of emergency and non-emergency services 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 or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars ($500.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9.

The City Secretary is hereby directed to publish the caption, penalty clause, and effective date of this ordinance in one issue of the official newspaper of the City, as required by Section 52.013 of the Local Government Code.

SECTION 10.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED the ____ day of_____, 20_____.

First Reading: the ____ day of_____, 20_____.

Final Reading: the ____ day of_____, 20_____.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Alex Philips, Director**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on a minute order accepting the proposal from BTX Flex, LLC in response to RFP 2025-006 for the sale of real property located at 112 SE Gardens Boulevard and directing staff to enter into negotiations with the proposer. *(Staff Contact: Alex Philips, Director of Economic Development)*

SUMMARY:

On August 1, 2025 the City of Burleson released a Request for Proposals (RFP) 2025-006 to identify a qualified development team to purchase and develop a city-owned property at 112 SE Gardens Blvd. The property is currently vacant, and consists of approximately 2.45 acres. The advertised purchase price was listed at $500,000.

The RFP outlined a preferred development scenario consisting of commercial flex buildings each ranging in size from 2,500 to 6,000 square feet.

In accordance with Texas Local Government Code Chapter 252, the City issued RFP No. 2025-006 for the sale and development of this property. The solicitation was advertised on August 1 and August 8, 2025, and posted on the City's electronic bidding platform, Bonfire, from August 1 through August 21, 2025. The opportunity was distributed to 485 vendors across eight relevant commodity codes in Bonfire, with 24 vendors downloading project documents. The City received one proposal, which was evaluated in accordance with the published criteria.

The BTX Flex, LLC submission proposes 4 – 5 free-standing buildings totaling 24,000 sq. ft. with a mix of retail, office, light service, and potential food/beverage uses. The BTX Flex proposal meets all criteria and includes a $500,000 purchase price.

This minute order is to accept the proposal to purchase from BTX Flex, a real estate contract will be drawn up by City staff, negotiated between the parties, and considered the City Council at a future meeting.

RECOMMENDATION:

Staff recommends awarding RFP 2025-006 to BTX Flex, LLC

PRIOR ACTION/INPUT (Council, Boards, Citizens):

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s):
Fund:
Account Description:

STAFF CONTACT:

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9613

RFP 2025-006 Sale of Real Property 112 SE Gardens Blvd.

BURLESON CITY COUNCIL

SEPTEMBER 15, 2025

Request for Proposals

- Released on August 1, 2025
  - Distributed to 485 vendors
  - Downloaded by 45 vendors
  - Closed on Aug. 21
- 112 SE Gardens
  - Vacant greenfield site
  - Approx. 2.45 acres
- Minimum bid of $500,000
- Preferred development scenario
  - Multiple commercial flex buildings
  - Compatible architecture to surrounding area
  - Shall include waiver to Texas Gov't Code Ch. 3000 regarding building materials



NOTE: The drawn boundary lines are approximate and are intended for illustration purposes only.

Submission

- Sole submission is from BTX Flex, LLC
- $500,000 offer
- Concept plan includes:
  - 24,000 sq. ft. total
  - 4 -5 free standing buildings
  - Uses: retail , office, light service, potential food/beverage
- Architectural cohesion



Next Steps

- Staff will prepare a land sale contract based on Council's feedback this evening
- The contract will be considered by the City Council at a future regular meeting
- BTX Flex will begin engineered design and complete due diligence of the site



Requested Action

- Approve or deny a minute order accepting the proposal from BTX Flex, LLC in response to RFP 2025-006 for the sale of real property located at 112 SE Gardens Boulevard and directing staff to enter into negotiations with the proposer.

*Staff recommends approval

Questions / Comments

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9638

LETTER OF INTENT

To: Purchase Commercial Land

Date: August 18, 2025

To: City of Burleson, Texas

Attn: City of Burleson

From: Tony Nguyen

Re: Letter of Intent to Purchase Commercial Land – 112 SE Gardens Blvd, Burleson, TX 76028

Dear City of Burleson:

This Letter of Intent ("LOI") sets forth the general terms and conditions under which the undersigned ("Buyer") proposes to purchase from the City of Burleson, Texas ("Seller") certain real property located at 112 SE Gardens Blvd, Burleson, TX 76028 (the "Property").

1. Purchase Price

The total purchase price for the Property shall be Five Hundred Thousand and No/100 Dollars ($500,000.00), payable in cash at closing.

2. Earnest Money

Buyer shall deposit Five Thousand and No/100 Dollars ($5,000.00) as earnest money ("Initial Earnest Money") with a mutually agreed title company upon execution of the purchase and sale agreement.

Buyer shall have the right to extend the Feasibility Period (defined below) for an additional ninety (90) days by depositing an additional Five Thousand and No/100 Dollars ($5,000.00) in earnest money ("Additional Earnest Money"). The Additional Earnest Money shall be non-refundable except in the event of Seller default.

3. Feasibility Period

Buyer shall have a one hundred twenty (120) day Feasibility Period, commencing upon the full execution of the purchase and sale agreement, to conduct due diligence investigations of the Property. Buyer shall have the unilateral right to extend the Feasibility Period by an additional ninety (90) days upon delivery of written notice to Seller and payment of the Additional Earnest Money as described above.

4. Closing Conditions

Closing shall occur after Buyer has obtained final site plan approval, building plan approval, and all necessary permits from the City of Burleson for Buyer's intended development of the Property. This transaction is contingent upon Buyer reaching a satisfactory agreement with the electrical provider regarding the relocation or undergrounding of existing electrical infrastructure.

5. Seller Deliverables

Seller agrees to provide to Buyer the following (to the extent in Seller's possession or control):
- Existing ALTA or boundary survey of the Property;
- Any geotechnical studies or soil reports;
- Phase I Environmental Site Assessment (ESA); and
- A "Will Serve" letter confirming that water and sewer utility service will be available to the Property.

6. Closing Date

The Closing shall occur on or before thirty (30) days following satisfaction of the conditions described in Section 4 above, unless extended by mutual agreement.

7. Exclusivity

Upon execution of this LOI, Seller agrees not to solicit or accept any other offers for the purchase of the Property

8. Non-Binding Effect

This Letter of Intent is intended only as a summary of certain basic terms and is non-binding on either party, except for Sections 7 (Exclusivity), 9 (Confidentiality), and 10 (Governing Law), which shall be binding. A binding agreement shall only arise upon the execution and delivery of a mutually acceptable definitive purchase and sale agreement.

9. Confidentiality

The terms of this LOI shall remain confidential between the parties and shall not be disclosed to any third parties, except as required by law or as necessary for due diligence or financing.

10. Governing Law

This LOI shall be governed by and construed in accordance with the laws of the State of Texas.

Please indicate your acceptance of the general terms outlined above by signing below. Upon mutual execution, the parties shall proceed in good faith to negotiate and execute a definitive purchase and sale agreement incorporating the terms outlined herein and such other provisions customary to transactions of this nature.

Sincerely,
Tony Nguyen

Project Vision & Development Scenarios

Our goal is to create a high-quality, multi-building commercial development that enhances the local economy, supports small and medium-sized businesses, and integrates seamlessly into Burleson's urban fabric. The development will be thoughtfully designed to optimize available land while respecting site constraints, environmental requirements, and community standards.

We envision a vibrant, walkable environment that encourages customer engagement, provides functional space for diverse tenants, and serves as a long-term asset to the City of Burleson.

Under optimal site conditions (pending final drainage study results), the development will consist of **4–5 free-standing buildings** totaling approximately **24,000 square feet**. The layout will maximize buildable square footage, parking efficiency, and tenant visibility from public roadways.

Primary Build-Out Scenario – Full Development Potential
- 4–5 free-standing buildings totaling approximately 24,000 square feet.
- Uses: Retail, office, light service, and potential food/beverage tenants.
- Parking: Meets/exceeds City code with shared parking.
- Stormwater Management: Integrated underground/surface detention.

Should the drainage study determine that significant land area is required for stormwater detention, the net buildable square footage may be reduced. This will impact both the number of buildings and the total leasable area.

Secondary Build-Out Scenario – Drainage Study-Adjusted
- Reduction to 2–3 buildings, totaling approximately 14,000–18,000 square feet.
- Increased site allocation for drainage infrastructure.
- Revised building footprints and tenant mix.

Design & Development Principles

Regardless of the final drainage outcome, both scenarios will adhere to:

- **Architectural Cohesion:** A consistent aesthetic that reflects Burleson's character and design standards.

- **Functional Site Circulation:** Safe vehicular access, clear pedestrian pathways, and efficient parking.

- **Environmental Responsibility:** Compliance with drainage and stormwater regulations, use of native landscaping, and sustainable building materials where possible.

- **Economic Impact:** Supporting job creation, sales tax generation, and long-term property value growth.

Qualifications & Experience

Managing Partners: Tony Nguyen & Chinh Nguyen

Tony Nguyen and Chinh Nguyen bring a proven track record of successful commercial real estate development, from initial concept to project completion and disposition. Together, they have **developed, constructed, leased, and sold over 150,000 square feet** of high-quality flex space across multiple markets.

Core Competencies & Track Record:

- **Full-Cycle Development Expertise:** Extensive experience guiding projects through site acquisition, entitlement, design, construction, lease-up, and sale.
- **Market Knowledge:** Deep understanding of tenant demand, site selection, and investment strategies to maximize property value.
- **Leasing Success:** Demonstrated ability to achieve strong occupancy rates through targeted tenant mix strategies and relationship-driven leasing.
- **Project Management:** Hands-on oversight of budgets, timelines, and contractor coordination to ensure on-time, on-budget delivery.
- **Quality & Design Standards:** Commitment to delivering well-designed, functional spaces that meet both tenant needs and municipal expectations.

Their combined expertise and history of delivering successful developments position them to execute a project in Burleson that is both economically viable and aligned with the City's vision for growth.

Tony Nguyen:
- Former multi-unit QSR franchisee bringing The Halal Guys, 7 Leaves Café, and The Social House to DFW.
- Oversaw development of all locations, working closely with general contractors and trades.

Current Projects:
- 800 S. Freeway, Fort Worth, TX – 5,000 sq. ft. metal building (City Comments phase).
- 1430 S. Cooper St., Arlington, TX – Stand-alone building nearing completion.

Core Competencies:
- Full-cycle development, tenant/market insight, construction oversight, and leasing strategy.

References

Rhyan Anderson

Vice President First National Bank Burleson

817-295-0461

899 NE Alsbury Blvd

Burleson, TX 76028

Cody Payne

Senior Vice President Colliers Fort Worth

972-345-6500

707 W Vickery Blvd

Fort Worth, TX 76104

Chris French

Owner of FabCo

469-628-4308

15417 Del Rey

Malakoff, Tx 75148

Financial Capacity

Preliminary approval for a construction loan has been secured from First National Bank of Burleson, TX. This ensures immediate availability of financing upon final site plan approval and permitting, allowing the project to proceed without funding delays.

See Attached: Bank Letter

Project Cost & Benefit

PRIMARY BUILD-OUT – 24,000 SF
Construction Cost: $2,040,000 ($85/SF)
Annual Rent Potential (NNN):
- $12/SF → $288,000
- $14/SF → $336,000
- $16/SF → $384,000

SECONDARY BUILD-OUT – CASE A – 14,000 SF
Construction Cost: $1,190,000
Annual Rent Potential (NNN):
- $12/SF → $168,000
- $14/SF → $196,000
- $16/SF → $224,000

SECONDARY BUILD-OUT – CASE B – 18,000 SF
Construction Cost: $1,530,000
Annual Rent Potential (NNN):
- $12/SF → $216,000
- $14/SF → $252,000
- $16/SF → $288,000

City Benefits:
- Sales tax generation, property tax growth, job creation, and economic catalyst effect.

Anticipated Project Timeline

Phase 1 – City Approval & Permitting: 5–6 months
- Includes drainage study, site plan adjustments, zoning review, and permitting.

Phase 2 – Construction: 9–12 months from groundbreaking
- Includes site prep, utilities, building construction, tenant improvements.

Total Duration: 14–18 months from initial submission to completion, subject to weather or force majeure delays.

Attachments:

LOI

Proposal Appendix B

Bank Letter

Initial Site layout

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Monica Solko, Deputy City Secretary**

MEETING: **September 15, 2025**

SUBJECT:

Consider and take possible action on the appointments of council committees for the 2025-2028 term. *(Staff Contact: Monica Solko, Deputy City Secretary)*

SUMMARY:

The City Council adopted Council Policy #42 creating council committees to provide staff direction on larger projects before bringing them forward to the full city council and to work to aid staff. Council Policy #42 defines the council committees and their objectives, as well as setting the membership and terms for all the committees.

Council Policy #42: **Section II – Council Committees structure**

Number of members per committee

- 3 council members per committee
- 2 council member are needed for a quorum
- Each council committee selects their own chair

Term of appointment

- 2 year terms
- 2 year term for chair

Selection and Appointment to each committee

The city council will generally start the process in July.

1. The City Secretary will send out a preference ranking sheet to each council member to begin the process
2. Each council member shall fill our the preference sheet in the prescribed time frame making sure to rank ALL council committees
3. The City Secretary at a regular council meeting will present to the city council a matrix of all council member ranking sheets and action to make appointments to each council committee
4. The city council will determine their own appointments taking into consideration each council members ranking sheet. The council should work to grant each council member their 1st preference if possible

5. Once all selections are done the City Secretary will ask the city council to take action to appoint council members to the city council committees for a 2 year term
6. If any changes occur in the council membership before the 2 year term is expired the City Secretary will present current appointments to the full council for their consideration
7. Council shall provide direction to the City Secretary if they want to go through the selection/appointment process again or leave as is waiting until the terms expire

Council members reviewed the preference sheet and rank their choices of appointment for each committee. Those preferences are Exhibit 2 to this agenda item. Color coded with rankings. Council will need to review these and make a decision on appointments.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Council completed preference forms and turned into the City Secretary.

REFERENCE:

Council Preference Sheet summary

FISCAL IMPACT:

N/A:

STAFF CONTACT:

Name: Monica Solko
Title: Deputy City Secretary
msolko@burlesontx.com



CITY COUNCIL COMMITTEES

September 15, 2025

THE CITY OF BURLESON TEXAS

Time to Review Appointments

6 City Council Committees

- 3 council members per committee
- Each council committee selects their own chair
- 2 year terms
- No limit to how many each member can serve on nor do you have to serve on more than 1

Appointments for Review
2025 - 2027

THE CITY OF BURLESON TEXAS



What committees are there?

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The Committees

- The Public Safety & Municipal Court
- Infrastructure & Development
- Finance
- Community Service
- Community & Intergovernmental Relations
- City Council Policies & Valuation

THE CITY OF BURLESON TEXAS



Let’s start the appointments

Public Safety & Court

This committee will review policies, plans, and programs related to Police, Fire Protection, Public Safety Communications, Municipal Court, EMS service, Law Enforcement, and Code Compliance. In addition, this committee will assist with policies and issues facing these departments on a preliminary basis before they require Council action.

Current Members:

- **Alexa Boedeker**
- **Larry Scott**
- **Victoria Johnson (Chair)**

THE CITY OF BURLESON TEXAS

Rank	Council Member
2	Mayor Chris Fletcher
1	Place 1 Victoria Johnson
1	Place 2 Phil Anderson
2	Place 3 Alexa Boedeker
3	Place 4 Larry Scott
6	Mayor Pro Tem Dan McClendon
3	Place 6 Adam Russell

Infrastructure & Development

Current Members:

- **Chris Fletcher**
- **Phil Anderson**
- **Dan McClendon (Chair)**

Rank	Council Member
1	Mayor Chris Fletcher
3	Place 1 Victoria Johnson
4	Place 2 Phil Anderson
1	Place 3 Alexa Boedeker
4	Place 4 Larry Scott
1	Mayor Pro Tem Dan McClendon
4	Place 6 Adam Russell

This committee will assist the Development Services, Public Works, and Economic Development Departments with issues and policies.

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Finance Committee

Current Members:

- **Dan McClendon**
- **Larry Scott**
- **Adam Russell (Chair)**

Rank	Council Member
3	Mayor Chris Fletcher
	Place 1 Victoria Johnson
6	Place 2 Phil Anderson
6	Place 3 Alexa Boedeker
1	Place 4 Larry Scott
3	Mayor Pro Tem Dan McClendon
1	Place 6 Adam Russell

This committee will adhere to the Finance Policy and all other Council Policies. In addition, this committee will review bond procurement, debt service, investments, and funding projects, current and future.

Community Service

This committee will review policies, plans, and programs that affect the quality of life of our employees and residents, including the protection of the natural environment, public health, human services, and neighborhood services.

Current Members:

- **Alexa Boedeker**
- **Phil Anderson**
- **Victoria Johnson (Chair)**

Rank	Council Member
	Mayor Chris Fletcher
2	Place 1 Victoria Johnson
2	Place 2 Phil Anderson
3	Place 3 Alexa Boedeker
6	Place 4 Larry Scott
5	Mayor Pro Tem Dan McClendon
5	Place 6 Adam Russell

Community & Intergovernmental

This committee acts as liaisons with School Districts (BISD/JISD), Counties (Johnson/Tarrant), The Chamber of Commerce, The Heritage Foundation, and other civic organizations assuring promotion interagency cooperation. In addition, this committee will consider and make recommendation of all appointments to the city's boards, commissions, and committees.

Current Members:

- **Chris Fletcher**
- **Phil Anderson**
- **Victoria Johnson (Chair)**

THE CITY OF BURLESON TEXAS

Rank	Council Member
	Mayor Chris Fletcher
4	Place 1 Victoria Johnson
3	Place 2 Phil Anderson
4	Place 3 Alexa Boedeker
5	Place 4 Larry Scott
4	Mayor Pro Tem Dan McClendon
6	Place 6 Adam Russell

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City Council Policies & Valuation

This committee works with the City Manager and City Secretary departments to review and make recommendations on all Council Policies and will aid with issues and policies applicable to the internal services departments. These departments are Information Technology, Public Works, Legal - Risk Management, and Finance.

Current Members:

- **Adam Russell**
- **Larry Scott**
- **Dan McClendon (Chair)**

Rank	Council Member
	Mayor Chris Fletcher
	Place 1 Victoria Johnson
5	Place 2 Phil Anderson
5	Place 3 Alexa Boedeker
2	Place 4 Larry Scott
2	Mayor Pro Tem Dan McClendon
2	Place 6 Adam Russell

		Public Safety & Municipal Court	Infrastructure & Development	Finance
Mayor	C. Fletcher	2	1	3
Council Place 1	V. Johnson	1	3	
Council Place 2	P. Anderson	1	4	6
Council Place 3	A. Boedeker	2	1	6
Council Place 4	L. Scott	3	4	1
Council Place 5	D. McClendon	6	1	3
Council Place 6	A. Russell	3	4	1

1	5
2	6
3	
4	

V. Johnson	C. Fletcher	L. Scott
A. Anderson	A. Boedeker	A. Russell
A. Boedeker	D. McClendon	D. McClendon
C. Fletcher		

Community Service	Community & Intergovernmental	Council Policies & Valuation
2	4	
2	3	5
3	4	5
6	5	2
5	4	2
5	6	2

P. Anderson	P. Anderson	L. Scott
V. Johnson		D. McClendon
		A. Russell

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Janalea Hembree, Assistant to the City Manager**

MEETING: **September 15, 2025**

SUBJECT:

Receive an update and hold a discussion regarding the 89th legislative session. *(Presenter: Brandon Aghamalian, Focused Advocacy) (Staff Contact: Janalea Hembree, Assistant to the City Manager)*

SUMMARY:

The City Council developed a legislative program that lists the City's positions and priorities on local government-related issues before the convening of the Texas Legislature.

Burleson and other cities utilize different organizations to help monitor legislation drafted and debated in Austin that may infringe upon local authority. The Texas Municipal League (TML) provides legal, legislative, and training services to city governments in Texas. However, they also provide information to state legislators on how bills will affect local government. The city of Burleson also has a legislative consultant, Focused Advocacy, to help bring the city's position on specific issues to legislatures.

PRIOR ACTION/INPUT (Council, Boards, Citizens):

Resolution CSO#5606-09-2024 approved - September 7, 2024.

Amended resolution CSO#5606-09-2024 by updating Exhibit A - October 7, 2024.

REFERENCE:

N/A

STAFF CONTACT:

Janalea Hembree
Assistant to the City Manager
jhembree@burlesontx.com
817.426.9299

State Legislative Update

September 15, 2025



Focused Advocacy Team



Brandon Aghamalian

Municipal law, economic development, finance, and transportation.



Curt Seidlits

Founder, government affairs and lobby strategists.



Snapper Carr

Municipal law, land usage, utilities, military and water issues.



Clint Magee

Property tax expert, municipal law.

Burleson Delegation



Sen. Phil King - R



Rep. Helen Kerwin - R



Rep. David Cook – R
Tarrant County

89th Legislature – Partisan Breakdown

Senate: **20 Republicans** **11 Democrats** 3 Freshmen

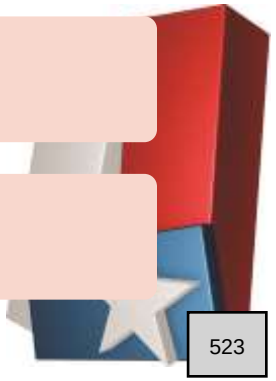
House: **88 Republicans** **62 Democrats** 31 Freshmen

Started the Session with a Speakers Race

Rep. Burrows elected Speaker by vote of 88Y – 55N – 10PNV

88Y = 36R and 49D

No Democrat chairs in either chamber; only “subcommittee” D chairs in the House



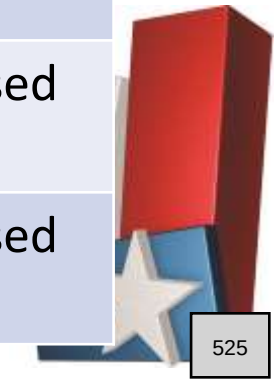
89th Legislative Session – By the Numbers

- **9,014** bills/constitutional amendments (JRs, S.B.s & H.B.s)
- **2,500+** bills effecting municipalities (25+%)
- **1,231** bills/joint resolutions passed
- **260+** bill passed directly impacting cities (24%)



Gov. Abbott Priorities - 89th Session

	Topic	Result	Result
1	**School Choice**	Largest day-one school choice program in the nation	Passed
2	**Property Tax Relief**	$10 billion in funding for property tax relief: Increased homestead exemption for homeowners, senior citizens; Reduced business personal property taxes	Passed
3	**Water Infrastructure**	Dedicated a $20 billion generational investment in Texas' water infrastructure	Passed
4	**Teacher Pay Raise**	Provided $4 billion for teacher and staff pay raises	Passed
5	**Expand Career Training**	Expanded career training education with an additional $153 million so students can go directly into good-paying jobs	Passed
6	**Bail Reform**	Made it tougher for violent criminals to get out of jail on bail; Prohibited parole for human traffickers	Passed
7	**Create a Texas Cyber Command**	Established the Texas Cyber Command, the largest state-based cybersecurity department in America	Passed



Lt. Governor Patrick Priority Bills

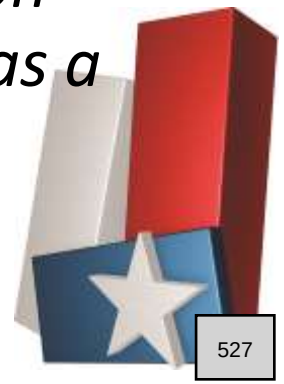
Bill #	Topic	Result
S.B. 2	School Choice	Passed
S.B. 3	Banning THC in Texas	Vetoed
S.B. 4	Increasing Homestead Exemption to $140,000	Passed
S.B. 7	Increasing Investments in Texas' Water Supply	Passed
S.B. 9	Reforming Bail	Passed
S.B. 10	Placing the Ten Commandments in School	Passed
S.B. 11	Freedom to Pray in School	Passed
S.B. 12	Parental Bill of Rights in Public Education	Passed
S.B. 13	Inappropriate Books in Public Schools	Passed
S.B. 14	Texas DOGE	Passed
S.B. 15	Removing Barriers to Affordable Housing	Passed
S.B. 17	Stopping Foreign Adversaries' Land Grabs	Passed
S.B. 19	Stopping Taxpayer Dollars for Lobbyists	**Died in House**



Leadership Perspectives on Session

*"The Speaker and I don't keep track of what's a S.B. or a House bill. That simply depends on the flow of legislation ... **The Speaker and I, and the members from both chambers, have never had a more positive and collaborative relationship in my 18 years in office** and that's why this session will be the most productive in history ...."* – Lt. Gov. Dan Patrick

"As a longtime conservative member of the Texas House, I appreciate the input and perspective from our Senate colleagues in crafting legislation and the support of Lieutenant Governor Patrick in making sure this was a banner conservative session for our state." – Speaker Dustin Burrows



City Legislative Priorities

The City will **seek introduction** of the following legislation:

1. The approval of a **qualified hotel project** bill, as authorized under Chapter 351 of the Tax Code.

The City will **support** the following legislation:

1. That ensures **comparable workers' compensation coverage for firefighters and EMTs** deployed through Texas Intrastate Fire Mutual Aid System (TIFMAS) and Texas Task Force 1 and 2 for state deployments.

2. That **strengthens protections for firefighters and EMTs by recognizing presumptive cancers** as job-related illnesses or injuries.

3. That enables relocation of **migratory egrets** that have roosted in residential areas.

4. Support the extension of SB 2476 to **eliminate balance billing for out-of-network ground ambulance services** under commercial health plans.



City Priority:
HB 3192 by Kerwin / SB 2622 by King
Qualified Hotel Project

- Authorized a 10-year rebate of state HOT and sales taxes collected at the project
- 21 other cities filed similar legislation (with some differences in certain bills)
- **HB 3192** passed the House committee and was set on the House calendar but was postponed
- However, the Burleson bill was, ***as envisioned all along***, rolled into an "omnibus" bill, **HB 2974** by Craddick / **King**
- A fateful amendment that limited all qualified cities to just one project was added by Sen. Birdwell (R-Waco) to HB 2974 in the Senate
- That amendment ultimately killed the bill due to opposition from other cities



City Priority: HB 134 by Meyer
Sales Tax Destination

- Would have established destination sourcing as the state's default sourcing method, with exceptions for certain small businesses and businesses with active local economic development agreements.

- Passed committee but died in House Calendars.



City Priority: HB 2786 by Turner/Geren Re-Appraisals

- Would have required an annual appraisal to be conducted by appraisal districts; to clarify an apparent inconsistency in the Tax Code; Section 23.01(a) that requires a reappraisal every January 1, but Section 25.18(b) appears to allow reappraisals once every three years.

- HB 2786 died in the Senate.

- However, an amendment by Rep. Charlie Geren (R-Lake Worth) was added to to **SB 973**, a bill sponsored by Rep. Chris Turner (D-Arlington) that allows for certain images and information about a property to be posted on the internet, that read simply, "*The plan may not include a standard or timeline that prevents the chief appraiser from appraising property as necessary to comply with the requirements of Section 23.01(a).*"

- SB 973 is now law (filed into law without the Governor's signature).



City Priority: SB 916 by Zaffirini
Consumer Protection from Balance Billing

- In 2019 the Texas Legislature passed S.B. 1264. Prior to this law, when a health insurer refused to pay the full amount charged by an out-of-network doctor for a medical procedure, the doctor could bill the patient for the balance.

- S.B. 1264, however, did not cover **ground-ambulance services provided by municipalities**.

- In 2023, SB 2497 prohibited ground-ambulance services provided by municipalities from engaging in balance billing. It ensured patients were not charged exorbitant prices for urgent trips to the hospital. However, anticipating passage of federal legislation that did not materialize, S.B. 2476 had an expiration date of September 1, 2025.

- S.B. 916 extends the expiration date from September 1, 2025, **to September 1, 2027**.



Land Use Bills That Passed

- **S.B. 15 –** Tiny lots (applies to land with no recorded plat, zoned for single-family homes, and is five acres or more)
- **S.B. 840 –** Allows multi-family in most non-single-family residential districts
- **S.B. 1883 –** Impact fees process for adoption; 2/3 vote requirement; 3 year wait time to increase
- **S.B. 1844 –** Disannexation (adjacent to “navigable waterway” + not connected to water system)
- **S.B. 2477 –** Allows office to residential development by right



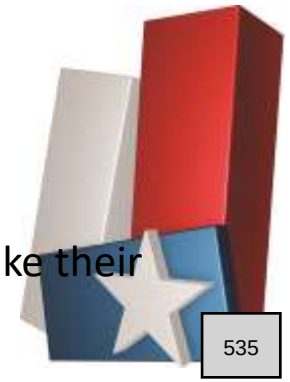
Open Government & Elections Bills Passed

- **S.B. 1025** – “This is a tax increase” ballot language

- **H.B. 1522** – Three-day posting rule = “business days”

Bills That Did Not Pass

- Prevent cities from **hiring advocates or joining associations** that advocate for their issues at the Capitol;
- Eliminate city issuance of various types of **debt**;
- Limit **380 agreements** to 10-years with 15-year renewal limit;
- **Preempt local authority** and authorize the attorney general enforce the law by taking away city sales tax revenue;
- Place strict limitations on city council authority over **property tax rates and budget** expenditures;
- Allow **accessory dwelling units** to be located in any residential area by right;
- Allow developers to bypass the city development review and inspection process and use a **private-third parties**;
- Eliminate the concept of the **extraterritorial jurisdiction (ETJ**);
- Eliminate the **May uniform election date** for bonds and council elections; and
- Require cities to pay for private **utilities' relocation** costs.
- All of these bills failed to make it to the governor's desk, and that's in no small part due to city efforts to make their voices heard.



Special Session(s) Agenda

#	TOPIC	RESULT
1	**CAMP SAFETY: Legislation to ensure and enhance youth camp safety.**	**PASSED**
2	**FLOOD WARNING SYSTEMS**: Legislation to improve early warning systems and other preparedness infrastructure in flood-prone areas throughout Texas.	**PASSED**
3	**FLOOD EMERGENCY COMMUNICATIONS**: Legislation to strengthen emergency communications and other response infrastructure in flood-prone areas throughout Texas.	**DIED**
4	**RELIEF FUNDING FOR HILL COUNTRY FLOODS**	**PASSED**
5	**DISASTER PREPARATION** : Legislation to evaluate and streamline rules and regulations to speed preparedness for and recovery from natural disasters.	**DIED**
6	**ELIMINATE STAAR TEST**	**PASSED**
7	**CUT PROPERTY TAXES**: Legislation reducing the property tax burden on Texans and legislation imposing spending limits on entities authorized to impose property taxes.	**DIED**
8	**PROTECT CHILDREN FROM THC**: Legislation making it a crime to provide hemp-derived products to children under 21 years of age.	**DIED**
9	**REGULATE HEMP-DERIVED PRODUCTS**	**DIED**
10	**PROTECT UNBORN CHILDREN:** Prohibits the manufacture, mailing, and distribution of abortion-inducing drugs in Texas.	**PASSED**

Special Session(s) Agenda

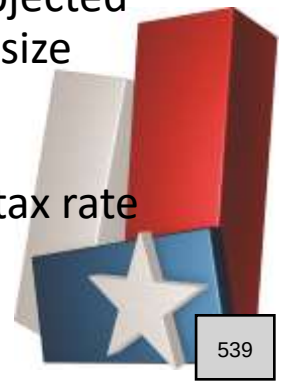
#	TOPIC	RESULT
11	**BAN TAXPAYER-FUNDED LOBBYING**: Legislation prohibiting taxpayer-funded lobbying, including tax dollars to hire lobbyists and pay associations that lobby the Legislature.	**DIED**
12	**PROTECT HUMAN TRAFFICKING VICTIMS**	**PASSED**
13	**POLICE PERSONNEL RECORDS**: Legislation that protects law enforcement officers from public disclosure of unsubstantiated complaints in personnel files.	**DIED**
14	**PROTECT WOMEN'S SPACES**: Legislation protecting women's privacy in sex-segregated spaces.	**PASSED**
15	**ATTORNEY GENERAL ELECTION POWERS**: Legislation proposing a constitutional amendment allowing the Attorney General to prosecute state election crimes.	**PASSED**
16	**CONGRESSIONAL REDISTRICTING**	**PASSED**
17	**TITLE THEFT & DEED FRAUD**	**PASSED**
18	**WATER PROJECT INCENTIVES:** Legislation that authorizes political subdivisions to reduce impact fees for builders who include water conservation and efficiency measures.	**PASSED**
19	**STATE JUDICIAL DEPARTMENT**	**PASSED**

Special Session(s) Agenda: Items Added During Special

#	TOPIC	RESULT
20	**POLICE FILES:** Legislation that protects law enforcement officers from public disclosure of unsubstantiated complaints and information related to law enforcement agency files.	**DIED**
21	**SAME DAY VOTER REGISTRAITON:** Legislation related to election procedures regarding accepting a voter with a residence address that is not current and the immediate effect.	**DIED**
22	**QUORUM-BREAK PUNISHMENT:** Legislation to establish penalties for lawmakers who intentionally absent themselves from a session.	PASSED
23	**OTC IVERMECTIN:** Legislation authorizing individuals to purchase Ivermectin at pharmacies, framed around themes of medical choice and access.	PASSED
24	**EAST TX GROUNDWATER**: Legislation directing the Texas Water Development Board to study East Texas aquifers prior to issuing permits.	**DIED**

Bills That Did Not Pass: Special Session

- **SB 10**, would have lowered the voter-approval tax rate calculation for certain cities, did not pass.
- As passed by the Senate, the bill lowered the revenue multiplier in the voter-approval property tax rate calculation from 3.5 percent to 2.5 percent for cities above 75,000 population.
- After the House made changes to SB 10, the bill applied to **all** cities and the multiplier was lowered to 1% with an exception for "public safety."
- The Senate rejected the House amendments
- A coalition of Republican and Democrats joined together in the House to vote down the Senate conference committee report 60-71.
- Although the two parties had different reasons for their opposition, Republican members primarily objected to the report because they believed the bill should be applicable to all Texas cities, regardless of their size while Democrats believe the bill is ineffective.
- Another bill, **HB 17**, would have required a city to mail the notice of a public hearing on the property tax rate to each property owner in the city, also did not pass.
- Also not passing this special session… the city expenditure limitation proposals in **HB 46 and HB 73**.



Questions?



City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Errick Thompson, P.E., CFM®, Director**

MEETING: **September 15, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on the flood warning system. *(Staff Contact: Errick Thompson, Director of Public Works)*

SUMMARY:

City Council will receive an update on the flood warning infrastructure funded in the FY2025 budget. City Council authorized the purchase and installation of this equipment at three locations historically prone to flooding for the purpose of increasing public safety. Installations were completed in August, and staff will provide an overview.

RECOMMENDATION:

N/A

PRIOR ACTION/INPUT (Council, Boards, Citizens):

February 17, 2025: City Council approved flood warning equipment purchase.

REFERENCE:

CSO# 5749-02-2025

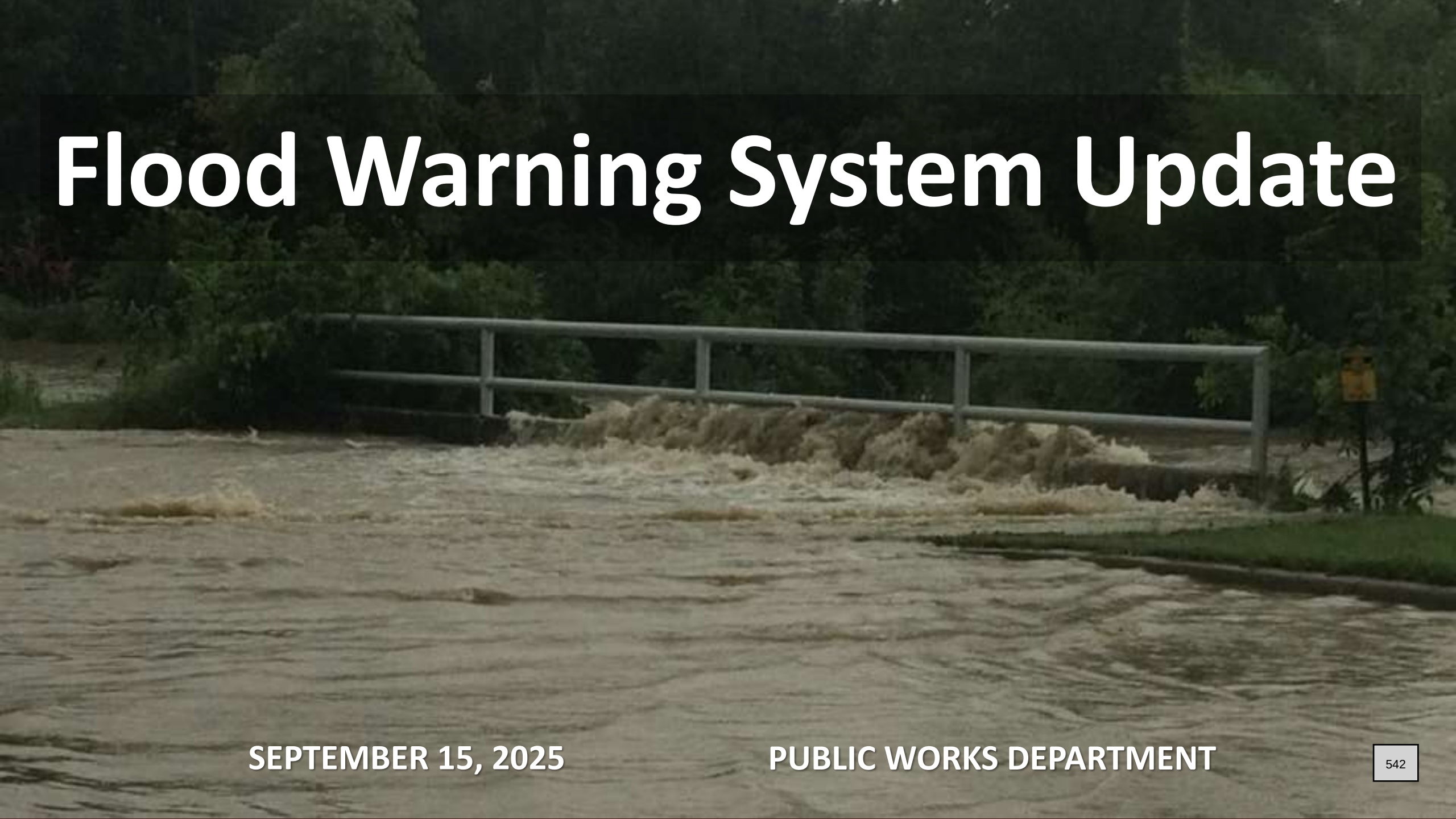
FISCAL IMPACT:

N/A

STAFF CONTACT:

Errick Thompson
Director of Public Works
ethompson@burlesontx.com
817-426-9610

Flood Warning System Update



SEPTEMBER 15, 2025

PUBLIC WORKS DEPARTMENT

Presentation Outline

- ❑ Background
- ❑ System Overview
- ❑ Next Steps

Background

- July 22, 2024, City Council directed funding for flood warning equipment be added to the FY24-25 budget
- February 17, 2025, City Council authorized equipment purchase and installation
- Goals: Improve public safety by providing advanced warning to motorists and quickly alert staff for manual closure of low water crossings
- August 4, 2025, installations completed at all three locations
  - ❑ S. Fox Lane
  - ❑ SE Tarrant & W. Miller
  - ❑ SW Hulen Street

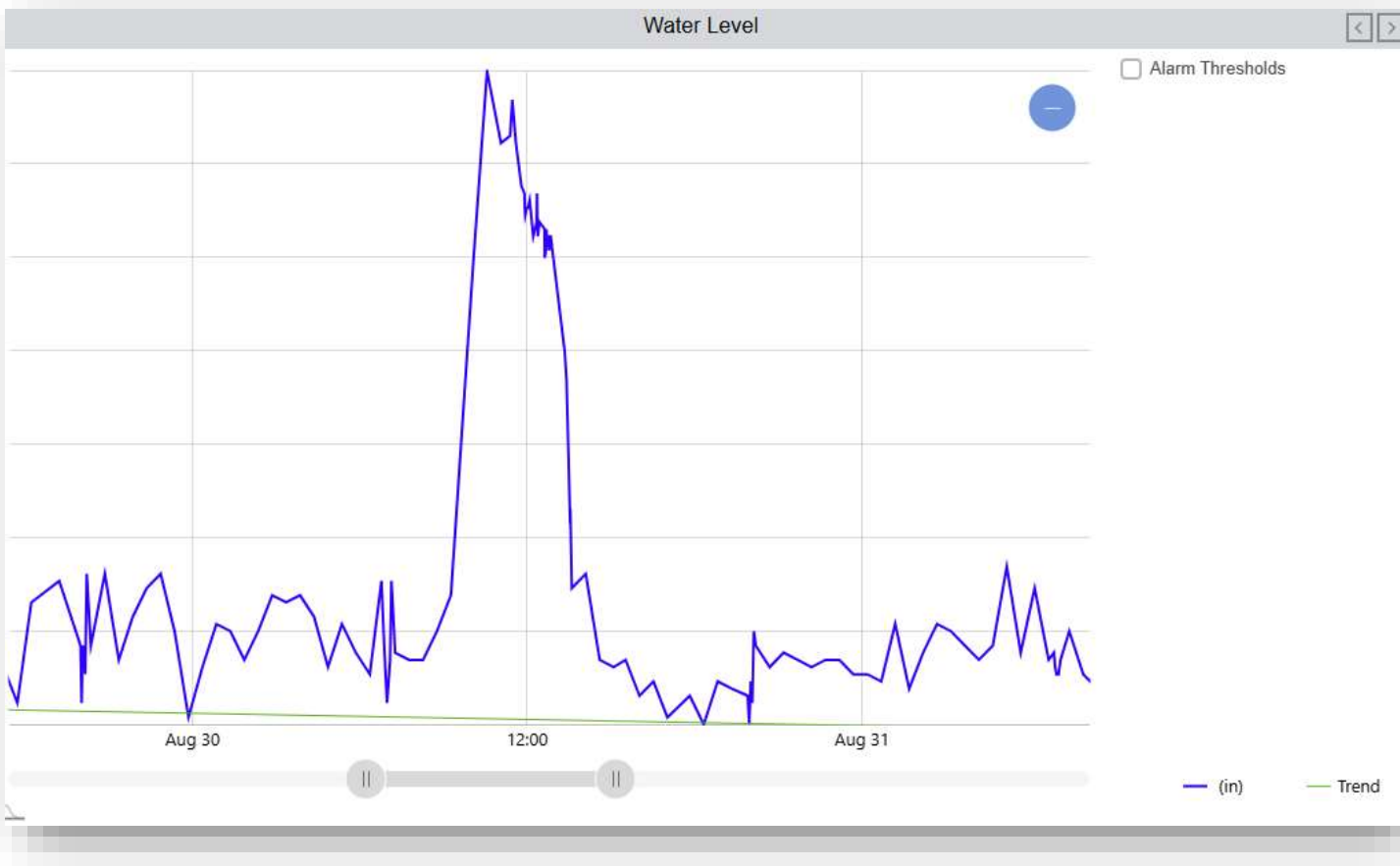
Water Level Monitoring

- Advanced cameras constantly monitor for water levels
- Cellular communications transmit status
- Solar power plus battery backup for redundancy



Central System

- Routine sensor communication every 30 minutes
- Increasingly more frequent communication once sensors detect water and as water levels rise
- Facilitates routine testing of field devices
- Expandable system for additional future locations



SE Tarrant Site from August 30, 2025

Advanced Warning

- Assemblies installed in advance of crossings allowing drivers an opportunity to turn around when activated
- Cellular communication with corresponding water level monitoring station and central system
- Solar powered with battery backup at each location for redundancy
- Flashing lights activated remotely once programmed water level thresholds met

Public Safety Dispatch and Public Works notified when system activated for closures at Hulen and SE Tarrant (S. Fox cannot be closed without a connection to Hidden Creek Parkway)



Flood Warning System



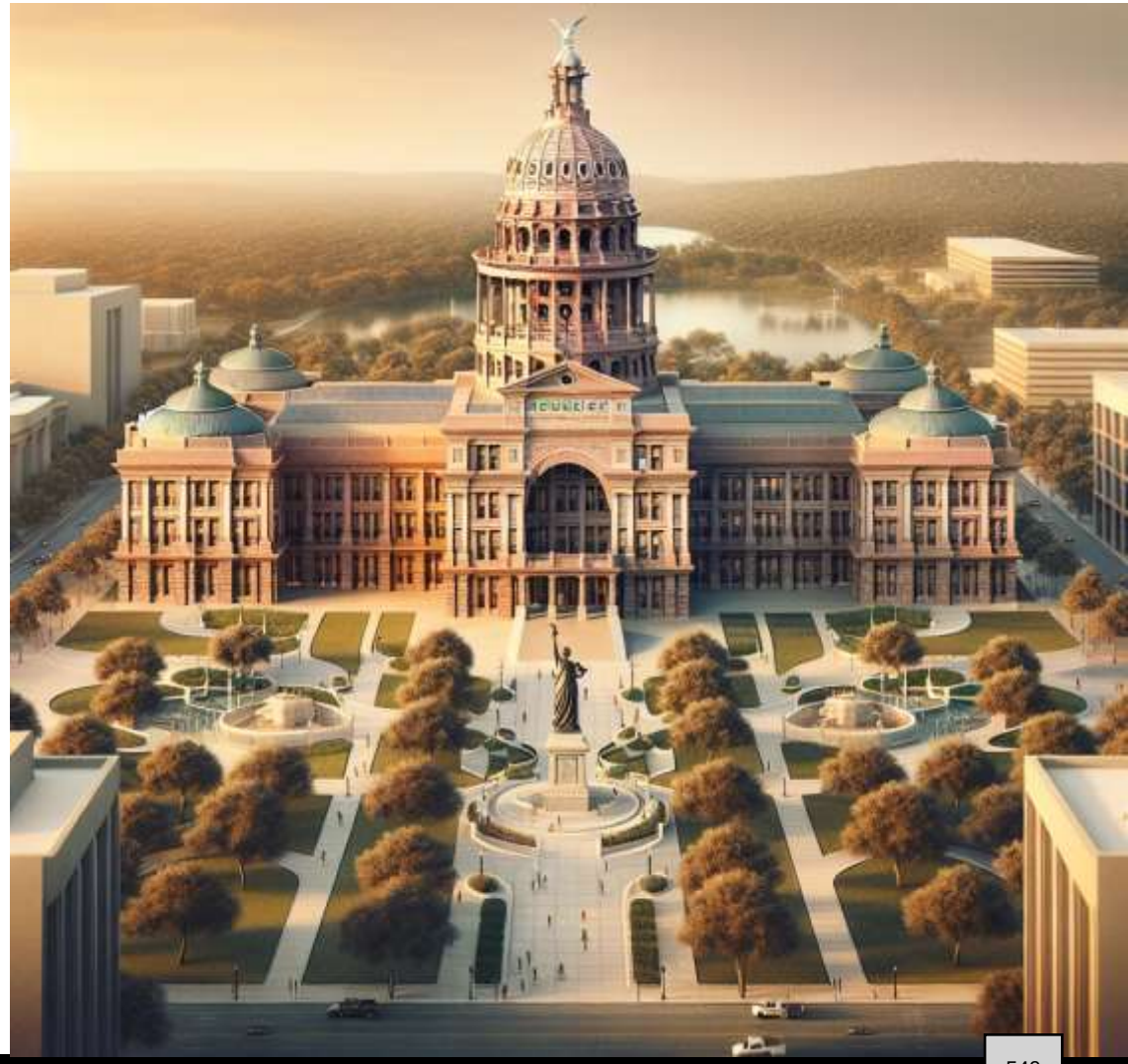






What's Next?

- Continue monitoring legislative activity in Austin and Washington, D.C.
- Continue monitoring Texas Water Development Board and other potential funding partners for opportunities to continue implementation of projects identified in drainage master plan and studies



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Questions / Discussion

Errick Thompson, P.E., CFM®
Director of Public Works
Ethompson@BurlesonTX.com
(817) 426-9610