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

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

1. CALL TO ORDER

Invocation - Gloria Gillaspie, Associate Pastor, OpenDoor Church, Burelson

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

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

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 approval of the minutes from the March 4, 2024, joint City Council and Planning & Zoning special meeting and March 4, 2024 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*
- B. Consider a minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent pipeline and aboveground facilities easement with Atmos Energy Corporation located within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- C. Consider a minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*
- D. Consider approval of an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor). *(Staff Contact: Michelle McCullough, Assistant Director of Public Works/City Engineer)*
- E. Consider approval of an amendment to the engineering services contract with Freese and Nichols, Inc. for design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in the amount of \$9,790.00 for a total contract amount of \$390,385. *(Staff Contact: Tiana Jackson, Engineering Manager – Capital)*
- F. Consider approval of a resolution authorizing street closures associated with OpenDoor Church's Easter event. *(Staff Contact: DeAnna Phillips, Director of Community Services)*
- G. Consider approval of an ordinance making textual amendments to the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Final Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*
- H. Consider approval of a contract to purchase radios, peripheral equipment, and six years of subscription services from Motorola Solutions through a cooperative purchase agreement with Fort Worth, TX in an amount of \$1,890,838.20 *(Staff Contact: James Grommersch, Chief Technology Officer)*
- I. ETJ Release Petition for 4416 Smiling Hills CT (Case 24-080): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 2.00 acres

of land addressed as 4416 Smiling Hills CT. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

- J. ETJ Release Petition for 8116 CR 1016A (Case 24-085): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 3.49 acres of land known as Lot 1 & 2, Block 1, Tolliver Estates. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

6. **GENERAL**

- A. 1611 Golf Club at 224 E. Renfro Street (Case 24-036): Hold a public hearing and consider approval of a resolution for a variance to section 14-44.b.1, The sale of alcoholic beverages within 300 feet of a public or private school, from the City of Burleson Code of Ordinances. *(Staff Contact: Tony McIlwain, Development Services Director)*
- B. Consider approval of a Order creating Signature Verification Committee and appointing members for the May 4, 2024 General Election. *(Staff Contact: Amanda Campos, City Secretary)*
- C. Consider approval of the Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Investment Partners, LLC for a development located at 1679 Southwest Wilshire Boulevard. *(Staff Contact: Alex Philips, Economic Development Director)*
- D. Consider approval of a resolution amending the General Government Five-Year Capital Improvement Program (CIP) for Fiscal Year 2023-2024; repealing conflicting resolutions; and providing a savings clause and an effective date. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*
- E. Consider approval of a resolution accepting the results of the September 30, 2023, Annual Audit, the Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2023, and the Single Audit Report as of September 30, 2023. (Finance Committee recommended approval.) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

7. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff direction regarding employee engagement initiatives across the City of Burleson. *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- B. Receive a report, hold a discussion, and provide staff direction regarding the City's current investment process. (Finance Committee recommended approval.) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

8. **CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS**

9. **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

- Human Resources Department Complaint No. 2023-0001 and No. 2023-0002, including any settlements related thereto
- City sales tax received from the state comptroller and LoveSac

CERTIFICATE

I hereby certify that the above agenda was posted on this the 13th of March 2024, by 5:30 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

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: Amanda Campos, City Secretary
MEETING: March 18, 2024

SUBJECT:

Consider approval of the minutes from the March 4, 2024 joint City Council and Planning & Zoning Commission special meeting and March 4, 2024 regular council meeting. (*Staff contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council duly and legally met on March 4, 2024 for a joint City Council and Planning & Zoning Commission special meeting and on March 4, 2024 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com
817-426-9665

**BURLESON CITY COUNCIL SPECIAL MEETING
SPECIAL JOINT CITY COUNCIL AND PLANNING & ZONING COMMISSION
March 4, 2024
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Phil Anderson
Ronnie Johnson
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Victoria Johnson

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
Allen Taylor, Jr., City Attorney
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 5:00 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:01 p.m.**

2. CITIZEN APPEARANCES

- None.

3. GENERAL

- A. Receive a report and hold a discussion regarding an ordinance amending the text of the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (*Staff Contact: Tony D. McIlwain, Development Services Director*)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council and planning and zoning commission.

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.

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

Motion was made by Phil Anderson and seconded by Adam Russell to convene into executive session. **Time: 5:55 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Dan McClendon to reconvene into open session. **Time: 6:26 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

PRESENTATION CONTINUED

After and brief discussion and questions, Council requested changing the square footage requirement to 5,000 sq. ft. for building.

- B. Hold a joint public hearing with the Burleson Planning and Zoning Commission for the purpose of receiving public comment on proposed textual amendments to the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Staff Contact: Tony D. McIlwain, Development Services Director)**

Mayor Fletcher opened the public hearing. **Time: 6:28 p.m.**

Matt Cobb, 1325 Shelley Drive, online speaker card was against alcohol sales.
David Miller, 633 Irene, came forward against alcohol sales in the city.

Mayor Fletcher closed the public hearing. **Time: 6:31 p.m.**

- C. After receiving a final report and recommendation from the Burleson Planning and Zoning Commission, consider approval of an ordinance making textual amendments to the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (First Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Adam Russell and seconded by Dan McClendon to approve with the change to the building square footage requirement from 7,500 sq. ft. to 5,000 sq. ft.

Motion passed 6-0, with Victoria Johnson absent.

4. 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.

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

No need for another executive session.

5. ADJOURNMENT

Motion made by Phil Anderson and seconded by Adam Russell to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 6:39 p.m.**

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL REGULAR MEETING
MARCH 4, 2024
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:

Phil Anderson
Ronnie Johnson
Chris Fletcher
Larry Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Victoria Johnson

Staff present

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

1. CALL TO ORDER – 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 6:48 p.m.**

Invocation – Ron Williams, Pastor of Faith to Faith Ministries, Burleson.

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 "Procurement Professional Day" on March 13, 2024.
(Recipient: Lauren Seay, Assistant Director of Administrative Services)

B. Presentations – None.

C. Community Interest Items

- Honored to attend the Burleson Police Awards banquet, it was a great turnout and congratulations to all of the officers. Council is so proud of all that they do for our community.
- Congratulations to Joe Laster our Emergency Operations Manager and the CERT Program who were nominated and selected as an award recipient for the Emergency Management Association of Texas Public Service Awards.

- Council member Victoria Johnson is under the weather, please keep her in your thoughts and prayers.

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn

- 6A withdrawn by applicant.

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.

8. **REPORTS AND PRESENTATIONS - MOVED**

A. Receive a report, hold a discussion, and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)

Errick Thompson, Director of Public Works and Engineering, gave an update on the Wayside Horn project to the city council.

Rusty Scott, 1449 Valley Crest Ct., Valley Crest HOA, came forward to discuss timeline of project.

Gary Gilliland, 100 Oakview Ct., came forward in favor of the Wayside Horn.

Cassandra Havas, 1440 Valley Crest Drive, came forward to request a commitment from Council on the project.

Bob Grennart, 133 Stelias Drive, came forward and commented that the railroad effects multiple residential properties in Burleson.

Ruben Gonzales, 1444 Valley Crest Drive, came forward in favor of a quiet zone but would settle for wayside horn if a quiet zone could not be done.

Cleveland Swan, 1113 Rushmore Drive, came forward in favor of a quiet zone.

After a brief discussion and questions, council consensus was to move forward with budgeting process for a quiet zone at CR 714 and work with Johnson County on CR 713.

5. **CONSENT AGENDA**

A. Minutes from the February 13, 2024 special council meeting, February 20, 2024 regular council meeting and February 23, 2024 special council meeting. (Staff Contact: Amanda Campos, City Secretary)

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

Motion passed 6-0, with Victoria Johnson absent.

- B. CSO#5418-03-2024, change order for professional services with Brinkley Sargent Wiginton Architects for City Hall Renovations in the amount of \$92,661.86. (Staff Contact: Eric Oscarson, Deputy City Manager)**

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

Motion passed 6-0, with Victoria Johnson absent.

- C. CSO#5419-03-2024, facility use agreement with Burleson Farmer's Market for the use of the Mayor Vera Calvin Plaza in Old Town for the upcoming season. (Staff Contact: Joni Van Noy, Economic Development Coordinator)**

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

Motion passed 6-0, with Victoria Johnson absent.

- D. CSO#5420-03-2024, ETJ Release Petition for 1709 CR 807 (Case 24-033): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 14 acres of land addressed as 1709 CR 807. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item) - DENIED**

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

Motion passed 6-0, with Victoria Johnson absent.

- E. CSO#5421-03-2024, ETJ Release Petition for 102 Black Jack Ln (Case 24-054): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 0.8584 acres of land addressed as 102 Black Jack Ln. (Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item) - DENIED**

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

Motion passed 6-0, with Victoria Johnson absent.

6. DEVELOPMENT APPLICATIONS

- A. CSO#5422-03-2024, resolution for a waiver to Section 5.1.a "Street and Right of Way Basic Policies" of the Design Standards Manual for the design criteria for Streets within the Cliffwood Phase 3 (Case 23-327). (Staff Contact: Michelle McCullough, Assistant Director/City Engineer) (Planning and Zoning Commission recommended disapproval unanimously) - WITHDRAWN**

Item 6A has been withdrawn by the applicant.

7. GENERAL

- A. CSO#5423-03-2024, awarding RFP 2024-003 Artificial Turf Baseball & Softball Fields with TGS Sports LLC in the amount of \$1,741,400 with a project contingency of \$174,400 for the conversion of Clydesdale, Shire, Paint, Appaloosa, Roan, Pasofina and Quarter fields at Chisenhall Fields to synthetic turf. (Staff Contact: Allison Smith, Recreation Manager)**

Allison Smith, Recreation Manager, presented an award RFP to the city council.

Motion made by Adam Russell and seconded by Larry Scott to approve pending attorney review of the agreement.

Motion passed 6-0, with Victoria Johnson absent.

- B. CSO#5424-03-2024, contract with Club Car for the purchase of new golf carts through Sourcewell cooperative purchasing agreement #12220-CCR in the amount of \$544,800. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Parks and Recreation Director, presented items 7B and 7C as one presentation to the city council but voted on items separately.

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

Motion passed 6-0, with Victoria Johnson absent.

- C. CSO#5425-03-2024, four-year contract with Club Car for GPS in golf carts at Hidden Creek Golf Course through Sourcewell cooperative purchasing agreement #12220-CCR with Club Car in the amount of \$180,000. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

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

Motion passed 6-0, with Victoria Johnson absent.

- D. CSO#5426-03-2024, City Council Policy 43, formally adopting the City of Burleson Asset Management Policy and Corporate Risk Matrix. (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, presented City Council Policy 43 Asset Management to the city council.

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

Motion passed 6-0, with Victoria Johnson absent.

- E. CSO#5427-03-2024, resolution stating and accepting the results of the local option petition for the legal sale of all alcoholic beverages for off-premise consumption only. (Staff Contact: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary, presented items 7E and 7F as one presentation to the city council but voted on the items separately.

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

Motion passed 6-0, with Victoria Johnson absent.

- F. CSO#5428-03-2024, Resolution Ordering a Special Election – Local Option, legalize the legal sale of all alcoholic beverages for off-premise consumption only. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 6-0, with Victoria Johnson absent.

8. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff feedback regarding the Wayside Horn project planned for the Union Pacific Railroad (UPRR) crossing of CR 714. (Staff Contact: Errick Thompson, Director of Public Works & Engineering)**

Item 8A was presented above.

- B. Receive a report, hold a discussion and provide staff feedback regarding easement and right-of-use agreements. (Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)**

Tony McIlwain, Development Services Director, gave a presentation on easement and right-of-use agreements to the city council.

After a brief discussion and questions by council, consensus was to move forward with:

- One-time application fee of \$525, unless significant changes would trigger another application fee.
- Old Town Design Standards Review Committee (OTDSRC) to review use agreements.
- Grandfather current agreements.
- Brief council each year with findings then bring back an item for council consideration.
- No escrow account.
- Add a consultant with an architect credentials to the OTDSRC to help with review process and budget to pay for consultant expenses.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None.

10. 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.

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 the internal investigation into Human Resources Department Complaint No. 2023-0001 and No. 2023-0002

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

- Approximately 287 square feet near the intersection of E Renfro St and Cardinal Ridge Road in Burleson, Johnson County, Texas
- Approximately 218 square feet near the intersection of E Renfro St and Memorial Plaza in Burleson, Johnson County, Texas
- Approximately 5.79 acres in the HighPoint Business Park near the intersection of Vantage Drive and Cirrus Drive in Burleson, Johnson County, Texas
- Discuss and receive direction on certain parcels of real property in Johnson County, Texas for fire and public safety purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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

- Project Verdad
- Project Dough

Motion was made by Adam Russell and seconded by Larry Scott to convene into executive session. **Time: 9:04 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

Motion was made by Adam Russell and seconded by Larry Scott to reconvene into open session. **Time: 10:10 p.m.**

Motion passed 6-0, with Victoria Johnson absent.

11. ADJOURNMENT

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

Mayor Fletcher adjourned the meeting. **Time: 10:10 p.m.**

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering

FROM: Michelle McCullough, P.E., CFM, Assistant Director/City Engineer

MEETING: March 18, 2024

SUBJECT:

Consider a minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent pipeline and aboveground facilities easement with Atmos Energy Corporation located within the Hooper Business Park property. *(Staff Contact: Michelle McCullough, Assistant Director/City Engineer)*

SUMMARY:

To serve the business park and surrounding area, Atmos Energy (Atmos) plans to extend an existing high-pressure gas transmission line from FM 917 along FM 1902 to the proposed 0.62-acre site located within the HBP. A proposed regulator station at the site will convert high pressure gas to low pressure distribution lines to serve the business park, Chisholm Summit Master planned Community, Craftmasters, and future development.

Four potential options were presented to both the Infrastructure and Development (I&D) Committee on January 10, 2024 and to the City Council on January 22, 2023 for the location of the regulator station. The option supported by both the I&D Committee and the City Council would require the city to dedicate approximately 0.62 acres within the Hooper Business Park property. RA Development would fund the low pressure line along Lakewood Drive and will be located within the city right-of-way. The alternative locations would require the city to fund costs related to extending the low pressure line to serve the business park.

RECOMMENDATION:

Approve the request for the easement.

REFERENCE:

NA

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616



City Council

Atmos Energy Pipeline and Aboveground Facilities Easement

March 18, 2024

Public Works & Engineering

Hooper Business Park Infrastructure



Roadway/Sanitary Sewer

- Lakewood Drive under construction with temporary connection to FM 1902
- Permanent extension of Lakewood Drive to tollway under design – staff working with NTCOG, NTTA, and TxDOT (construction funding to be identified)
- Sewer lift station and force main to serve business park, Craftmasters and surrounding development – construction procurement underway

Stormwater Retention/Detention

- Design underway – construction anticipated to begin summer 2024
- Performance Agreement obligates start of construction no later than June 30, 2024, and completion no later than September 30, 2026



Atmos Facilities

Nearest source of existing gas – 2.5 miles away

Existing high pressure transmission gas line will extend from FM 917 and FM 1902 –
Atmos requires a minimum exclusive 30-foot easement/right-of-way

Low pressure gas line will extend along Lakewood Drive

Regulator station converts high pressure to low pressure for distribution lines

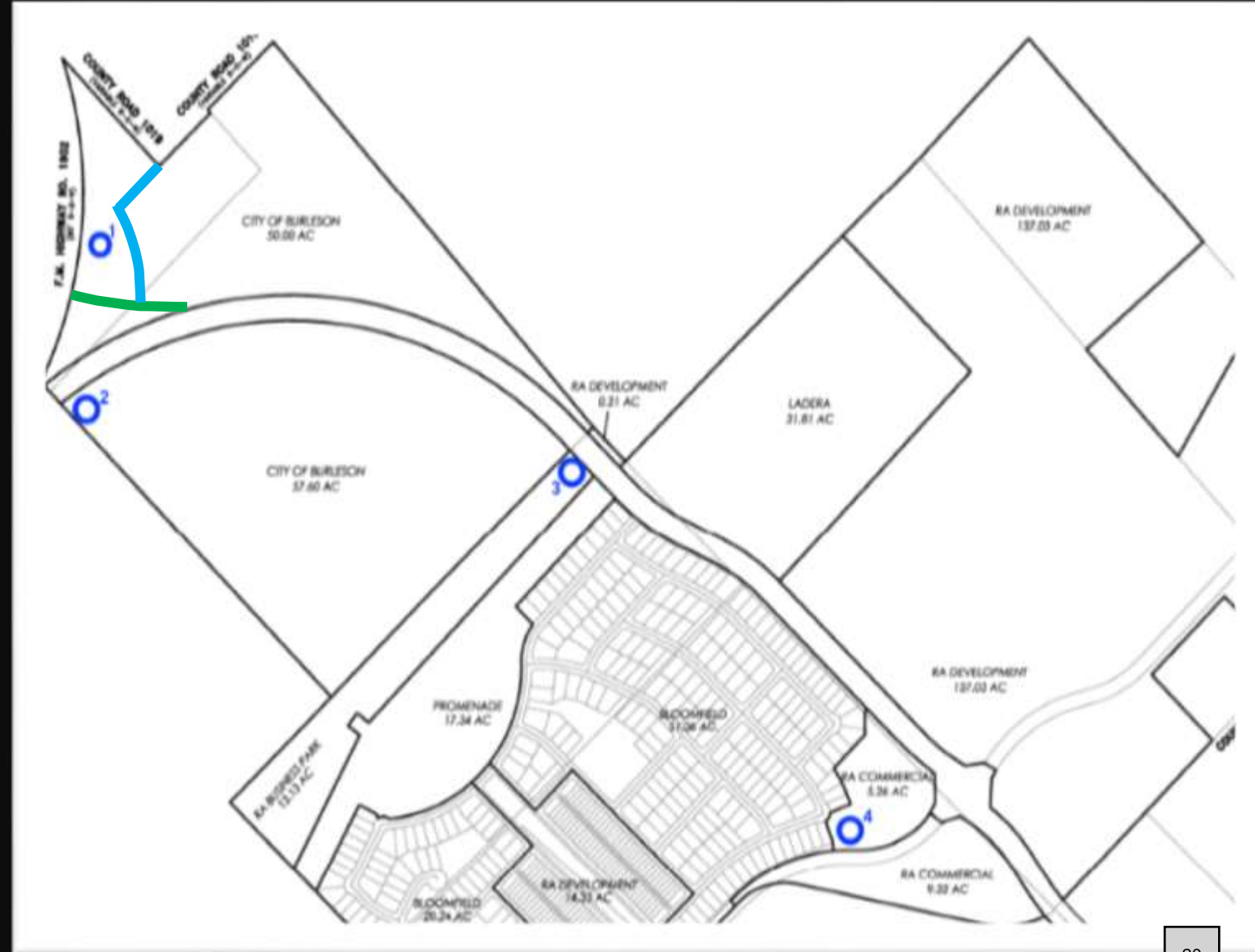


Potential Locations for Atmos Regulator Station

4 locations evaluated

Gas to be provided for Hooper Business Park, Chisholm Summit, Craftmasters, and future development

Options presented to both the Infrastructure and Development (I&D) Committee and City Council



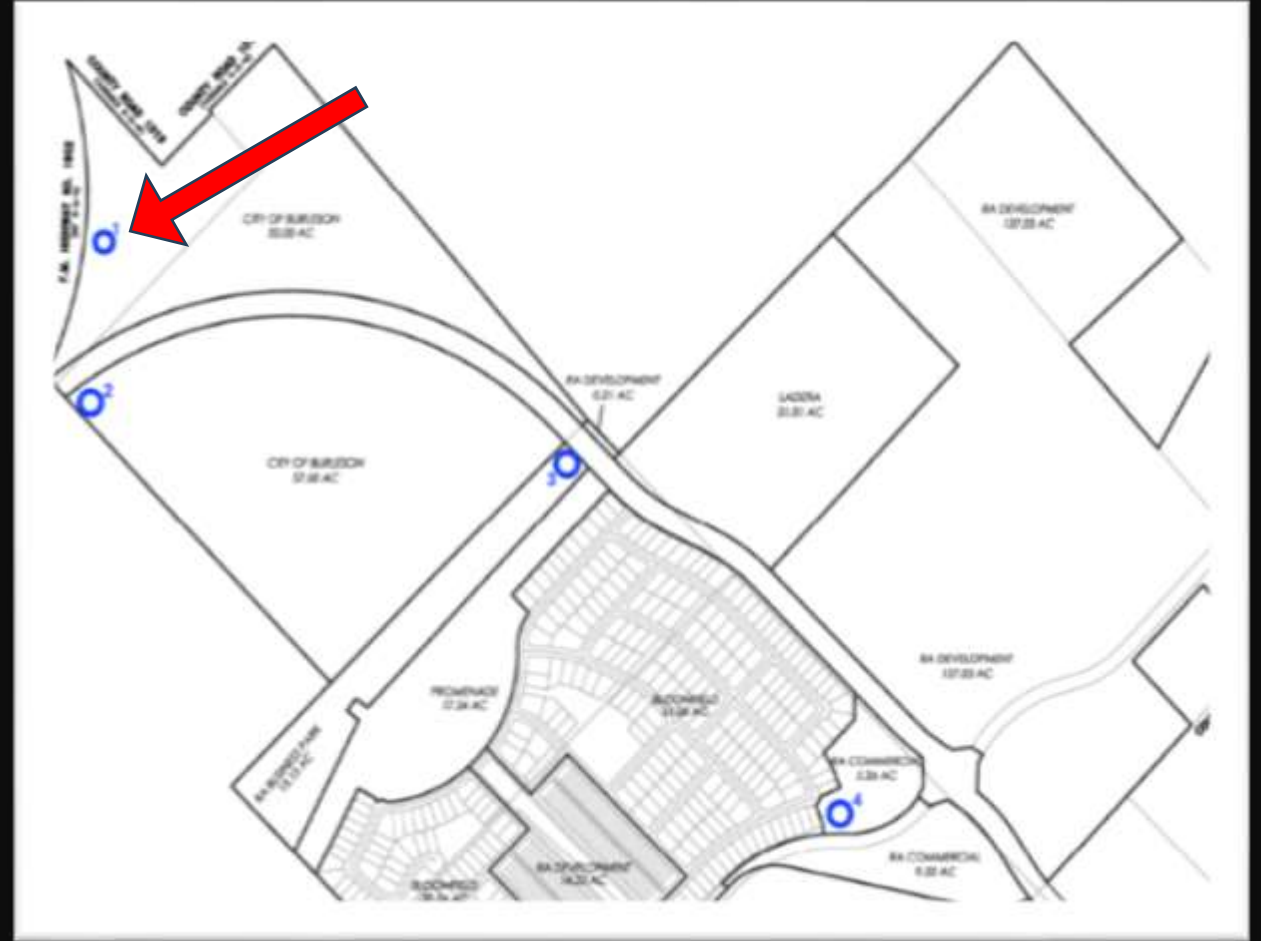
Infrastructure & Development Committee and City Council

I&D Committee supported Option 1,
the City-owned property, at its meeting
January 10, 2024

City Council directed staff to proceed with this location at its meeting January 22, 2024

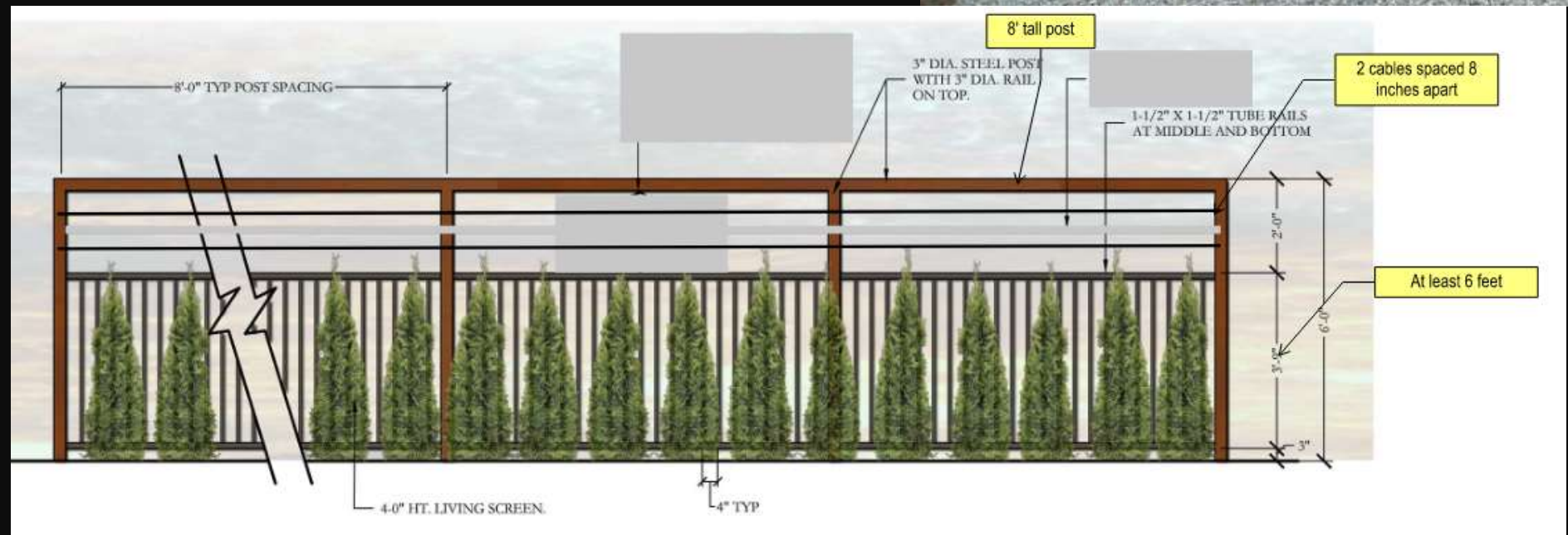
RA Development will fund low pressure line down Lakewood Drive to serve Chisholm Summit

Gas would be available to business park –
City's contribution is easement for the
regulator station site



Atmos has committed to use same screening fence and landscaping proposed for Lakewood for consistency

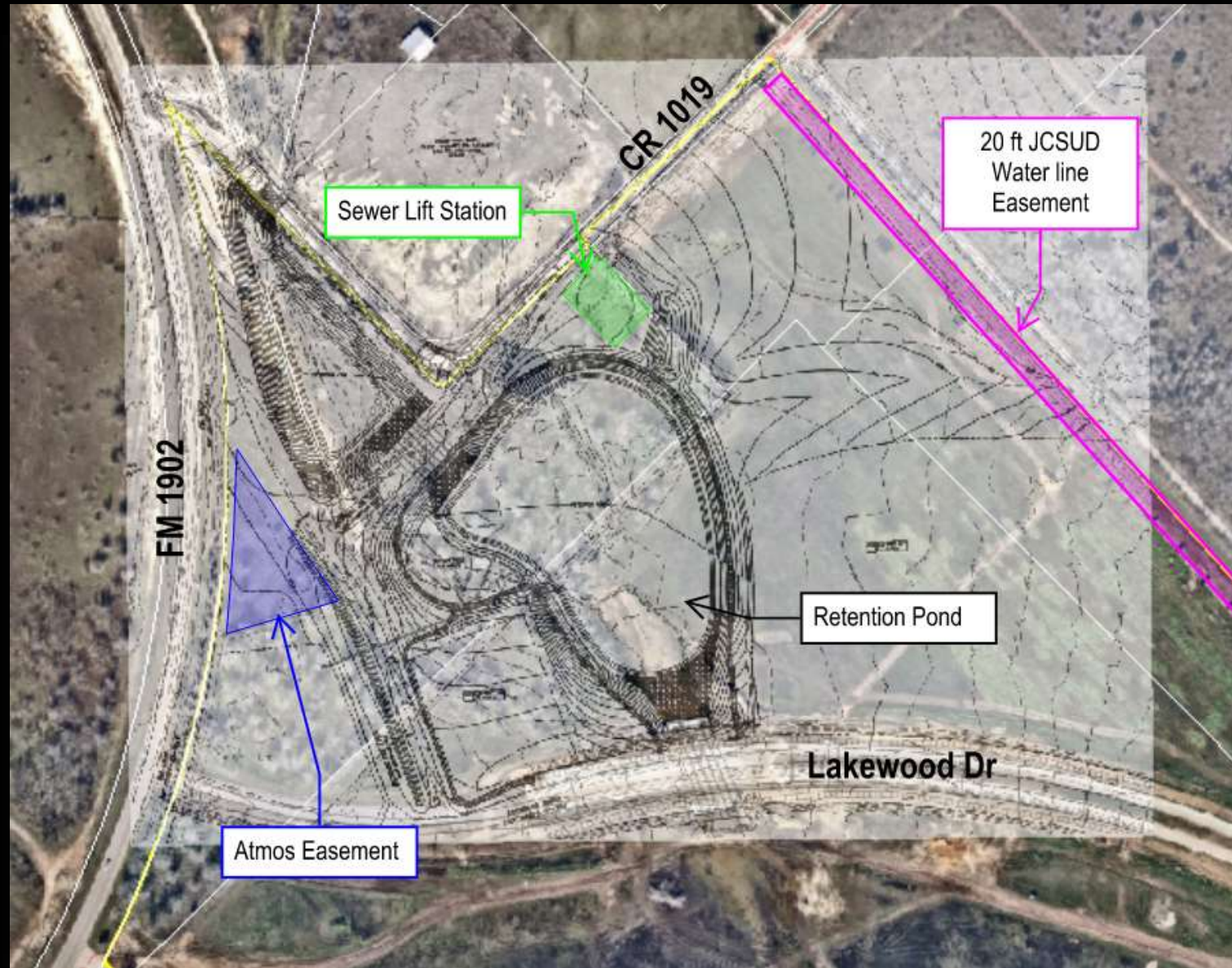
- At least 6 ft tall ornamental fence with 3 in diameter steel posts to 8 ft tall
- Two cables spaced 8 inches apart at top
- Landscape to be consistent with Lakewood Drive and the sanitary sewer lift station



Construction anticipated to begin in July 2024 with a 45-day estimated duration, contingent upon weather

Action Requested

Approve a minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent pipeline and aboveground facilities easement with Atmos Energy Corporation



Questions / Discussion

Michelle McCullough
Assistant Director / City Engineer
817-426-9616
mmccullough@burlesontx.com

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Line: _____
R/W#: _____

PIPELINE AND ABOVEGROUND FACILITIES EASEMENT

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

That for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Atmos Energy Corporation, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee"), the receipt of which is hereby acknowledged, the undersigned (herein called "Grantor" whether one or more), hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of:

Pipeline Easement

- (i) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline, which shall not exceed twenty-four inches (24") in nominal diameter excluding any protective coating or wrapping at the time of initial installation (with the right to increase or decrease the diameter during any subsequent replacement), and up to two (2) additional pipelines which shall not exceed forty-two inches (42") in nominal diameter each, excluding any protective coating or wrapping, following the installation of the initial pipeline (collectively, the "Pipelines"), and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground drips, valves, fittings, taps, saddles, meters, pressure relief facilities, communication devices, odorization equipment, aerial and pipeline markers, electrical service, anodes, rectifier poles, and other devices for the control of pipeline corrosion, and bull guards or similar physical protection, as may be necessary or desirable in the operation of said lines, over, across, under and upon the area described as "Pipeline Easement" on Exhibit

“A” attached hereto and made a part hereof (collectively, the “Pipeline Easement Area”) All Pipelines within the Pipeline Easement Area shall be initially installed at a minimum depth of thirty-two inches (32”); and

Aboveground Facilities Easement

- (ii) laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, aboveground and underground Pipelines, and the appurtenances thereto, for the transportation of oil, natural gas (including renewable/biogas), carbon dioxide, synthetic liquid or gaseous fuels, and any refined or blended products of the same (including the constituent elements thereof), together with water, cleansers, and other products necessary for the testing, inspection, maintenance, and operation of the pipeline(s), and with such above or below ground Facilities Piping (defined below), drips, valves, fittings, metering facilities, taps, saddles, pressure relief facilities, pigging facilities, pressure regulating facilities, electrical service, anodes, rectifier poles, and other devices for the control of corrosion, communication facilities, odorization equipment, barricades and fencing, the right to construct and install gravel, asphalt or concrete upon the surface of the Facilities Easement Area (as defined herein), aerial and pipeline markers, and other appurtenance as may be necessary or desirable in the operation of said facilities (collectively, the “Aboveground Facilities”), over, across, under and upon the lands more particularly described on, and depicted as the “Surface Site” in Exhibit “A” attached hereto and made a part hereof for all purposes (the “Facilities Easement Area”). “Facilities Piping” refers to additional segments of above or below ground piping which may be required for the safe and/or convenient operation of said Facilities within the Facilities Easement Area and to effectuate the purposes permitted herein. All pipes and/or Pipelines (including the Facilities Piping) may be initially installed at any depth or above-ground.

Grantee’s Aboveground Facilities and Pipelines are collectively referred to as Grantee’s “Easement Facilities.” The areas comprising the Pipeline Easement Area and the Facilities Easement Area are collectively referred to as the “Easement Area.”

Grantee shall also be entitled to use temporary workspace as described in Exhibit “A” (the “Temporary Workspace”) to carry out the initial construction of the Easement Facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee’s right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of the Easement Facilities has been completed and the same are placed into service.

It is further agreed as follows:

1. Grantee shall have the right to select the location of said Easement Facilities within their respective portions of the Easement Area (e.g., the Aboveground Facilities within the

Facilities Easement Area), and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor's adjacent or additional lands to or from said Easement Area in the event Grantee cannot, within its sole discretion, reasonably access the Easement Area by staying within the boundaries of same. Further if Grantee determines it is necessary to use Grantor's adjacent or additional lands for access, then Grantee shall exercise such ingress and egress rights as follows:

- a. Grantee shall first use those existing interior roadways as designated by Grantor which provide reasonable access from a public right-of-way to the Easement Area;
- b. If no such interior roadways exist, Grantee shall use such route as is most reasonably direct to get from a public right-of-way to the Easement Area, taking into account Grantor's existing uses of the adjacent or additional lands and avoiding damages to such existing uses to the extent reasonably possible;
- c. In the event there is an impediment to access within the Easement Area which requires Grantee to get onto Grantor's adjacent or additional lands in order to get around such impediment to access, then Grantee shall only use such portion of Grantor's adjacent or additional lands as is reasonably necessary to get around such impediment and back onto the Easement Area as soon as is reasonably practical.

A width of twenty feet (20') shall be considered reasonable for any routes of ingress and egress unless a greater width is necessary to accommodate turning radiuses of Grantee's construction equipment and vehicles.

2. Grantor shall have no access rights on, under, or over the Facilities Easement Area.
3. The aforesaid consideration includes any and all damages that may be sustained by the construction and installation of the Easement Facilities and appurtenance permitted under this Pipeline and Aboveground Facilities Easement, as well as damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Easement Facilities to be installed under the instrument, including without limitation, cutting trees and damages to land, trees, buildings, growing crops and grasses. Grantee shall, at its option, repair or replace any damage caused to gates and fences by Grantee's removal, cutting, or use thereof. Grantee agrees that after it completes the original installation of the Easement Facilities permitted under this Pipeline and Aboveground Facilities Easement, it will restore the original contour of the surface of the Pipeline Easement Area and Temporary Workspace and any remaining property used for construction that is not part of the Easement Area, as nearly as practicable, to its pre-construction condition within a reasonable period of time reflective of and dependent upon the construction and property's characteristics, including but not limited to seasonal growing periods and weather patterns. Grantee will also maintain the Easement Area in a manner consistent with the purposes stated herein. Grantee shall have the right to remove, cut, and use any gates or fences crossing the Easement Area, including the right to install gates in such fences within the Easement Area. Grantor shall have the right to install and maintain fences provided that such use does not interfere with Grantee's permitted use of the Easement

Area, the Easement Facilities, or the Temporary Workspace and Grantee shall at all times have access through any such fence by means of a gate.

4. Grantor shall not construct, and Grantee shall have the right to prevent and/or remove, any improvements, structures, buildings, reservoirs, or obstructions within the Easement Area (and the Temporary Workspace while in effect). Further, Grantee has the right to trim, cut down, or eliminate trees or shrubbery, and to prevent or remove possible present or future hazards and/or activities, any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficient, safe, and/or convenient exercise of Grantee's rights hereunder within the Easement Area (and the Temporary Workspace while in effect). Further, in addition to the rights stated herein, Grantor specifically acknowledges and agrees that pursuant to this paragraph Grantee has the right to remove any type of tree, including pecan, olive, or other crop-bearing tree, from, and to prevent any future encumbrance over, said Easement Area (and the Temporary Workspace while in effect) by any tree or any other crop interfering with the construction, maintenance, and/or operation of the pipelines permitted under this Pipeline and Aboveground Facilities Easement without any compensation whatsoever to Grantor or its successors and assigns, which rights are included in the aforesaid consideration.
5. With respect to the Pipeline Easement Area only, Grantee intends to employ a "double ditch" method where practical and permitted during installation of each Pipeline where other installation methods such as boring or horizontal directional drilling are not employed. Such double ditch method shall involve the removal and storage of the top soil (to a depth determined by Grantee) and separation of same from the sub-soil so as to return the soil to as near as reasonably practicable its pre-installation condition after the excavation. It is acknowledged that the decision to use a bore-method or horizontal-drilling method will be in Grantee's sole discretion.
6. If a complete assignment of this Pipeline and Aboveground Facilities Easement occurs outside of an assignment to an affiliate or to a successor thorough merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses, Grantee shall provide written notice to the property owner at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property. Provided however that such notice shall not have any effect on the validity or legal effect on the assignment.
7. Grantee shall only grant third-party access to the Easement Area for: (a) a purpose that is related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline or appurtenances installed under this Pipeline and Aboveground Facilities Easement, or (b) another natural gas corporation or natural gas utility as defined by Texas law.
8. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

9. Grantor and Grantee agree that the failure to assert any right under this Pipeline and Aboveground Facilities Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted in this Pipeline and Aboveground Facilities Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in paragraph 4 above.
10. This Pipeline and Aboveground Facilities Easement shall not be construed as a written agreement between Grantor and Grantee for purposes of Section 756.123 of the Texas Health and Safety Code (or any successor statute). Further, as used within this easement agreement, the word “structure” is intended to be interpreted broadly so as to include all manner of man-made items of any type, including but not limited to paving, parking lots, and terracing.
11. Except for the rights conveyed by this instrument, Grantee may not exercise any right over Grantor’s property without express written consent from Grantor. However, the preceding sentence is not intended to and does not alter, modify, restrict, amend, or otherwise diminish any right Grantee has to use Grantor’s property independent of this agreement, whether through a separate agreement, by law, or otherwise.
12. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline and Aboveground Facilities Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline and Aboveground Facilities Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline and Aboveground Facilities Easement has been negotiated by the parties, and this Pipeline and Aboveground Facilities Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee’s successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee’s successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature page to follow>

EXECUTED this _____ day of _____, 2024.

GRANTOR(S):

Burleson 4A Economic Development Corporation,
a Texas economic development corporation

By: _____

Printed Name: _____

Title: _____

141 W Renfro St
Burleson, TX 76028

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument 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 _____ day of _____, 2024.

Notary Public in and for the State of Texas

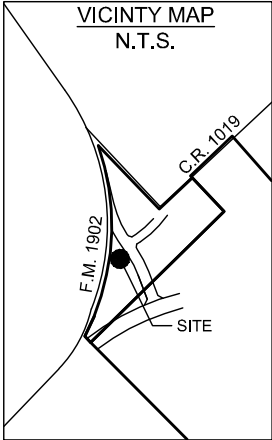
(Print Name of Notary Public Here)

My Commission Expires: _____

EXHIBIT "A"

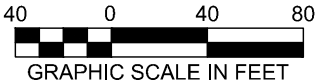
JOHNSON COUNTY, TEXAS
J. GANT SURVEY, ABSTRACT NO. 316
DENNIS DYKES SURVEY, ABSTRACT NO. 229

BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
CALLED 14.278 ACRES
INST. NO. 2021-22172
O.R.J.C.T.



Line Table		
Line #	Bearing	Distance
L3	N23° 45' 44"E	56.74
L4	N20° 22' 07"W	201.41
L5	N84° 23' 47"E	10.80
L6	S20° 22' 07"E	205.46
L7	S23° 45' 44"W	50.24
L8	S67° 12' 15"W	14.54
L1	S33° 57' 30"E	142.94
L2	S84° 23' 47"W	201.63

Curve Table			
Curve #	Length	Radius	Delta
C1	294.99	1,949.88	8.67
C2	97.07	844.90	6.58
C3	83.40	754.91	6.33
C4	98.43	744.91	7.57
C5	95.65	754.91	7.26



POINT OF
COMMENCING
FND. 1/2" I.R. FOR A
SW CORNER OF
SUBJECT TRACT

TOTAL AREA OF 10' PERMANENT EASEMENT: 3,539.62/0.08 ACRE
TOTAL AREA OF ABOVEGROUND FACILITIES EASEMENT: 27945.70/0.64 ACRE

LEGEND

N.T.S. NOT TO SCALE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS
BROKEN LINE NOT SCALABLE
PROPERTY LINE
FOUND MONUMENT AS NOTED
EASEMENT
ABOVEGROUND FACILITIES EASEMENT

NOTES

1. ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY ATWELL, LLC IN AUGUST, 2022.

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052

02/06/2024



ATMOS ENERGY CORPORATION		
DWG BY: MWM	CHISOLM SUMMIT 0.62 ACRE ABOVEGROUND FACILITIES EASEMENT AREA AND 10' PERMANENT EASEMENT BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION	
CKD BY: WSA		
MAP DATE: 11/10/22		
SCALE: 1" = 80'		
REV#	DATE	DESCRIPTION
7	02/01/24	UPDATE PER CLIENT REQUEST
6	08/10/23	CERTIFIED
DRAWING: BURLESON 4A DEVELOPMENT CORPORATION_FACILITY		SHEET NO. 1

EXHIBIT "A"
JOHNSON COUNTY, TEXAS
J. GANT SURVEY, ABSTRACT NO. 316
DENNIS DYKES SURVEY, ABSTRACT NO. 229

ABOVEGROUND FACILITY EASEMENT AREA

FIELD NOTES FOR A 0.62 ACRE ABOVEGROUND FACILITY EASEMENT AREA SITUATED IN THE J. GANT SURVEY, ABSTRACT NO. 316, AND DENNIS DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, AS DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 14.278 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.);

THENCE, NORTH 13° 04' 20" EAST, A DISTANCE OF 620.37 FEET TO A POINT ON THE WEST LINE OF SAID BURLESON TRACT, SAID POINT BEING THE POINT OF BEGINNING HAVING COORDINATES OF NORTH: 6,874,842.04 AND EAST: 2,300,790.63 TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1948.88 FEET AND A CHORD BEARING OF NORTH 05° 34' 49" EAST, WITH A CHORD DISTANCE OF 294.70 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 294.99 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 844.90 FEET AND A CHORD BEARING OF SOUTH 30° 40' 01" EAST, WITH A CHORD DISTANCE OF 97.02 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 97.07 FEET TO A POINT;

THENCE, SOUTH 33° 57' 30" EAST, A DISTANCE OF 142.94 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 754.91 FEET AND A CHORD BEARING OF SOUTH 30° 47' 36" EAST, WITH A CHORD DISTANCE OF 83.36 FEET;

THENCE; ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 83.40 FEET TO A POINT;

THENCE, SOUTH 84° 23' 47" WEST, A DISTANCE OF 201.63 FEET TO THE POINT OF BEGINNING OF THE DESCRIBED FACILITY EASEMENT AREA.

SAID TOTAL AREA OF ABOVEGROUND FACILITY EASEMENT CONTAINING 27945.70 SQUARE FEET, OR 0.64 ACRE, MORE OR LESS.

10' PERMANENT EASEMENT & RIGHT-OF-WAY

FIELD NOTES FOR A 10' PERMANENT EASEMENT & RIGHT-OF-WAY SITUATED IN THE J. GANT SURVEY, ABSTRACT NO. 316, AND DENNIS DYKES SURVEY, ABSTRACT NO. 229, JOHNSON COUNTY, TEXAS, AS DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.), AND BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-21498 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.). BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF A CALLED 14.278 ACRES TRACT OF LAND DESCRIBED IN A DEED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN INSTRUMENT NO. 2021-22172 OF THE OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS (O.R.J.C.T.);

THENCE, NORTH 55° 00' 18" EAST, A DISTANCE OF 509.91 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID PERMANENT EASEMENT & RIGHT-OF-WAY, SAID POINT BEING THE POINT OF BEGINNING HAVING COORDINATES OF NORTH: 6,874,530.18 AND EAST: 2,301,068.03;

THENCE, NORTH 23° 45' 44" EAST, A DISTANCE OF 56.74 FEET TO A POINT;

THENCE, NORTH 20° 22' 07" WEST, A DISTANCE OF 201.41 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 744.91 FEET AND A CHORD BEARING OF NORTH 24° 09' 15" WEST, WITH A CHORD DISTANCE OF 98.36 FEET;

THENCE; ALONG SAID CURVE TO THE LEFT AN ARC DISTANCE OF 98.43 FEET TO A POINT;

THENCE, NORTH 84° 23' 47" EAST, A DISTANCE OF 10.80 FEET TO A POINT AT THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 754.91 FEET AND A CHORD BEARING OF SOUTH 23° 59' 54" EAST, WITH A CHORD DISTANCE OF 95.59 FEET;

THENCE; ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 95.65 FEET TO A POINT;

THENCE, SOUTH 20° 22' 07" EAST, A DISTANCE OF 205.46 FEET TO A POINT;

THENCE, SOUTH 23° 45' 44" WEST, A DISTANCE OF 50.24 FEET TO A POINT;

THENCE, SOUTH 67° 12' 15" WEST, A DISTANCE OF 14.54 FEET TO THE POINT OF BEGINNING OF THE DESCRIBED PERMANENT EASEMENT & RIGHT-OF-WAY.

SAID TOTAL AREA OF 10' PERMANENT EASEMENT CONTAINING 3539.62 SQUARE FEET, OR 0.08 ACRE, MORE OR LESS.



02/06/2024

WILLIAM S. ABRAHAM
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 2052



ATMOS ENERGY CORPORATION			
DWG BY: MWM		CHISOLM SUMMIT 0.62 ACRE ABOVEGROUND FACILITIES EASEMENT AREA AND 10' PERMANENT EASEMENT BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION	
CKD BY: WSA			
MAP DATE: 11/10/22			
SCALE: N.T.S.			
REV#	DATE	DESCRIPTION	
7	02/01/24	UPDATE PER CLIENT REQUEST	
8	02/06/24	UPDATE PLAT/LEGAL	
DRAWING: BURLESON 4A DEVELOPMENT CORPORATION FACILITY		SHEET NO. 2	32

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering

FROM: Michelle McCullough, P.E., CFM, Assistant Director/City Engineer

MEETING: March 18, 2024

SUBJECT:

Consider a minute order ratifying the 4A Economic Development Corporation Board's action taken for a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District located within the Hooper Business Park property (*Staff Contact: Michelle McCullough, Assistant Director/City Engineer*)

SUMMARY:

RA Development, Ltd is constructing a 20-inch water line to serve the Chisholm Summit master-planned community. RA Development, Ltd. will construct the water line at their sole expense. The City's contribution is a 20-foot-wide water line easement within the Hooper Business Park property. The water line is proposed for construction along the eastern property line and will also serve Craftmasters and future development within the Hooper Business Park.

RECOMMENDATION:

Approve the request for the easement.

REFERENCE:

NA

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough, P.E., CFM
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

City Council
March 18, 2024

20-foot Water Line Easement

Johnson County Special Utility District

Hooper Business Park Infrastructure



Roadway/Sanitary Sewer

- Lakewood Drive under construction with temporary connection to FM 1902
- Permanent extension of Lakewood Drive to tollway under design – staff working with NTCOG, NTTA, and TxDOT (construction funding to be identified)
- Sewer lift station and force main to serve business park, Craftmasters and surrounding development – construction procurement underway

Stormwater Retention/Detention

- Design underway – construction anticipated to begin summer 2024
- Performance Agreement obligates start of construction no later than June 30, 2024, and completion no later than September 30, 2026



20-foot Water Line Easement

RA Development constructing 20-inch water line from CR 1019 to Chisholm Summit master planned community

Water line will serve Craftmasters and Hooper Business Park

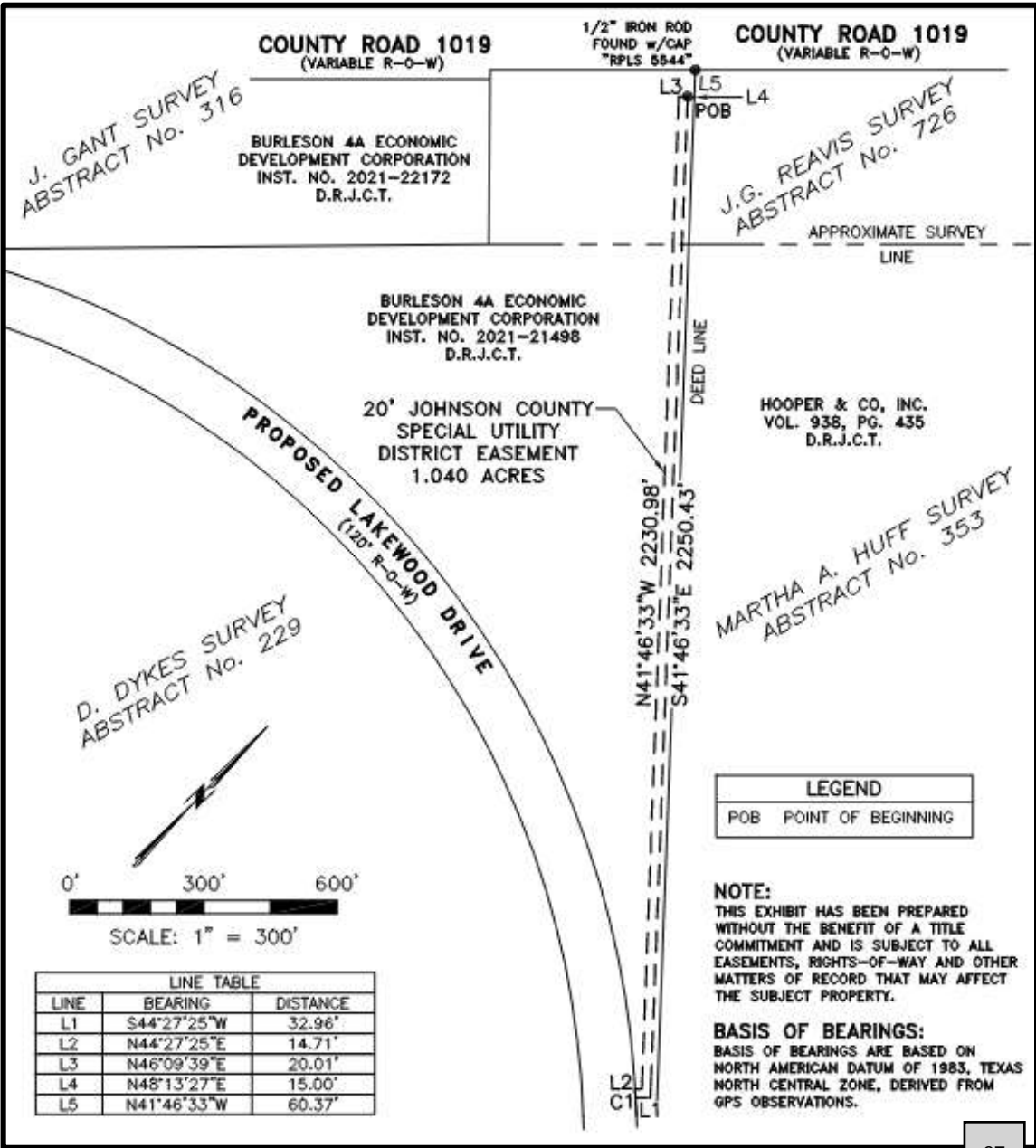
City's contribution is 20-foot-wide water line easement

Easement located along eastern property line – no conflict for future development



Action Requested

Approve a minute order ratifying the 4A Economic Development Corporation Board’s action taken for a request for a permanent 20-foot-wide water line easement with Johnson County Special Utility District





Staff Contact

Michelle McCullough
Assistant Director/City Engineer
817-426-9616
mmccullough@burlesontx.com

UTILITY EASEMENT AND RIGHT-OF-WAY

P # _____

KNOW ALL MEN BY THESE PRESENTS, that _____ of _____ County Texas, hereinafter called Grantor(s), does hereby covenant he/she/they own the following described property and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **Johnson County Special Utility District**, hereinafter called Grantee, its successors, and assigns, a perpetual Easement situated in the _____ Survey, Abstract No. _____; more particularly described in the instrument recorded in Vol. _____, Page _____ or Instrument _____ Year _____: containing _____ acres, or the _____ Subdivision, Block _____ Lot _____ Deed Records, _____ County, Texas, together with the right of pedestrian or vehicular ingress and egress over Grantor's adjacent lands for the purpose of operating and maintaining the Grantee's utility facilities or reading meter(s) situated on this land.

The Easement hereby granted shall be 20' in width.

Grantee is hereby authorized to operate and maintain existing waterlines, including related acts deemed by Grantee to be necessary such as installing, inspecting, repairing, replacing, upgrading, existing or proposed water distribution and/or transmission pipelines, meters, valves and any other appurtenances as needed. Said waterline shall be the centerline of the easement.

As part of granting said Easement, Grantor covenants Grantee will also have the right to prevent the construction or placement within the Easement of any building, structures, materials or other obstructions which may, in the sole judgment of the Grantee, endanger, interfere with the Grantee's use of the Easement or the efficiency, safety or convenient operation of said utility service(s) or related equipment. If such obstruction(s) are constructed or otherwise placed within the Easement without Grantee's prior written consent, then Grantee shall have the right to remove same from such space and seek payment from the owner for the reasonable cost of such removal. Grantor shall not make changes in the grade, elevation, or contour of the land within the Easement without prior written consent of Grantee, its successors and assigns. Grantor agrees that Grantor, Grantor's heirs, successors and assigns shall not individually, or in combination with others, interfere directly or indirectly with the Grantee's efficient, safe, or convenient use of this Easement.

Said consideration constitutes payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Utility Easement and Right-of-Way contains all covenants and terms between Grantor and Grantee related to the Easement. Any amendment or modification of this Easement must be in writing and agreed by both parties.

TO HAVE AND TO HOLD this Easement unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, successors, and assigns to warrant and forever defend said Easement to Grantee, its successors and assigns, against any person or entity claiming the same or any part thereof.

GRANTOR(s):

X _____

X _____

THE STATE OF TEXAS §

COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me by _____

Name of Grantor(s)

on this _____ day of _____, 20____.

Notary Public in and for the State of Texas

COUNTY ROAD 1019
(VARIABLE R-O-W)

1/2" IRON ROD
FOUND w/CAP
"RPLS 5544"

COUNTY ROAD 1019
(VARIABLE R-O-W)

J. GANT SURVEY
ABSTRACT No. 316

BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
INST. NO. 2021-22172
D.R.J.C.T.

J.G. REAVIS SURVEY
ABSTRACT No. 726

APPROXIMATE SURVEY
LINE

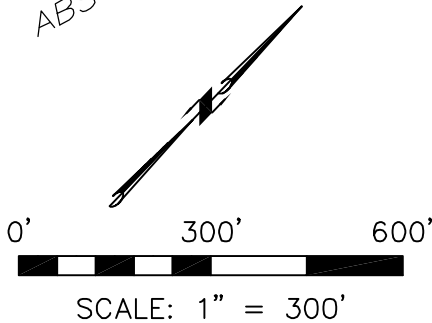
BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION
INST. NO. 2021-21498
D.R.J.C.T.

20' JOHNSON COUNTY
SPECIAL UTILITY
DISTRICT EASEMENT
1.040 ACRES

HOOPER & CO, INC.
VOL. 938, PG. 435
D.R.J.C.T.

MARTHA A. HUFF SURVEY
ABSTRACT No. 353

D. DYKES SURVEY
ABSTRACT No. 229



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°27'25"W	32.96'
L2	N44°27'25"E	14.71'
L3	N46°09'39"E	20.01'
L4	N48°13'27"E	15.00'
L5	N41°46'33"W	60.37'

CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	C BEARING	C LENGTH
C1	20.01'	2060.00'	0°33'23"	N46°55'57"W	20.01'

AN EXHIBIT OF A
**20' JOHNSON COUNTY SPECIAL
UTILITY DISTRICT EASEMENT**
CITY OF BURLESON ETJ, JOHNSON COUNTY, TEXAS

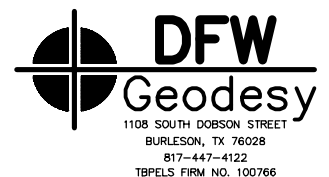


EXHIBIT "A"

SHT. NO.
1 OF 40

DATE: 07-11-23

DRAWN: J.B.P.

CHECKED: M.P.

DFW JOB No. 2015077-16

NOTE:

THIS EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD THAT MAY AFFECT THE SUBJECT PROPERTY.

BASIS OF BEARINGS:

BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

20' JOHNSON COUNTY SPECIAL UTILITY DISTRICT EASEMENT:

A TRACT OF LAND SITUATED IN THE J.G. REAVIS SURVEY, ABSTRACT NO. 726, AND IN THE MARTHA A. HUFF SURVEY, ABSTRACT NO. 353, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CONVEYED TO BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION IN THAT DEED RECORDED IN INSTRUMENT NO. 2021-21498, DEED RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" FOR THE NORTHERLY CORNER OF SAID BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION TRACT BEARS N 48°13'27" E, 15.00 FEET AND N 41°46'33" W, 60.37 FEET;

THENCE S 41°46'33" E, A DISTANCE OF 2250.43 FEET TO A POINT;

THENCE S 44°27'25" W, A DISTANCE OF 32.96 FEET TO A POINT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2060.00 FEET, WHOSE LONG CHORD BEARS N 46°55'57" W, 20.01 FEET;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°33'23", AN ARC LENGTH OF 20.01 FEET TO A POINT;

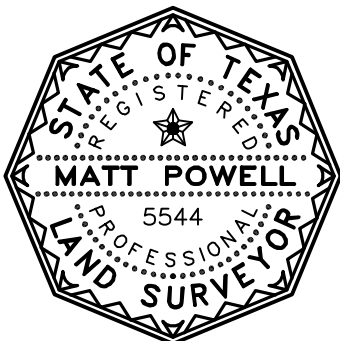
THENCE N 44°27'25" E, A DISTANCE OF 14.71 FEET TO A POINT;

THENCE N 41°46'33" W, A DISTANCE OF 2230.98 FEET TO A POINT;

THENCE N 46°09'39" E, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.040 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

PREPARED BY ME OR UNDER MY DIRECTION.



Matt Powell

MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544

DATED: 07/11/23



EXHIBIT "A"

SHT. NO.
2 OF 41

DATE: 07-11-23

DRAWN: J.B.P.

CHECKED: M.P.

DFW JOB No. 2015077-16

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering

FROM: Michelle McCullough, P.E., CFM, Assistant Director/City Engineer

MEETING: March 18, 2024

SUBJECT:

Consider approval of an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor). *(Staff Contact: Michelle McCullough, Assistant Director of Public Works/City Engineer)*

SUMMARY:

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement) with the developer of the approximately 1,000-acre Chisholm Summit master-planned community on the City's west side. Per the Chapter 380 agreement, the developer is responsible for designing and constructing the city funded public improvements, including the extension of Lakewood Drive from just south of CR 1020 to FM 1902. Phase 1 of the Lakewood Drive extension from FM 1902 to CR 1016 is underway and includes a temporary connection to FM 1902. The sanitary sewer lift station and force main is expected to begin construction in the next several months.

Proposed roadway, storm and sanitary sewer improvements are proposed across an existing Oncor 150-foot utility easement and right-of-way. Oncor requires an Encroachment on Easement Agreement for the public improvements proposed across their easement. The Encroachment on Easement Agreement is for Lakewood Drive, storm sewer improvements associated with Lakewood Drive and sanitary sewer improvements including a force main.

RECOMMENDATION:

Approve an Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor).

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

September 20, 2021 – Economic Development Corporation Board (EDCB) – Type A

- Reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive

September 20, 2021 – City Council

- Reimbursement resolution to R.A. Development, Ltd. for sewer design costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway design costs
- Design Contract with Kimley Horn Associates for design review of Lakewood Drive and sanitary sewer facilities
- Ratification of EDCB action on the design contract with Kimley Horn Associates for design review of Lakewood Drive

October 3, 2022 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

October 3, 2022 – City Council

Reimbursement resolution to R.A. Development, Ltd. for roadway construction costs and ratification of EDCB action on the reimbursement resolution to R.A. Development, Ltd. for roadway construction costs

November 13, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution to bury existing UCS electric lines between CR 1020 and CR 1016.

November 13, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action

December 11, 2023 – Economic Development Corporation Board (EDCB) – Type A

Reimbursement resolution for pedestrian and street lighting between CR 1020 and FM 1902.

December 11, 2023 – City Council

Minute order ratifying the 4A Economic Development Corporation Board's action

REFERENCE:

NA

FISCAL IMPACT:

None

STAFF CONTACT:

Michelle McCullough
Assistant Director/City Engineer
mmccullough@burlesontx.com
817-426-9616

Oncor Electric Delivery Encroachment on Easement Agreement



City Council
March 18, 2024



RA Development, Ltd

Project Manager / Developer

Serves as project manager per 380 Agreement approved on June 7, 2021

Responsible for designing and constructing Lakewood Drive and sanitary sewer lift station, force main and gravity main

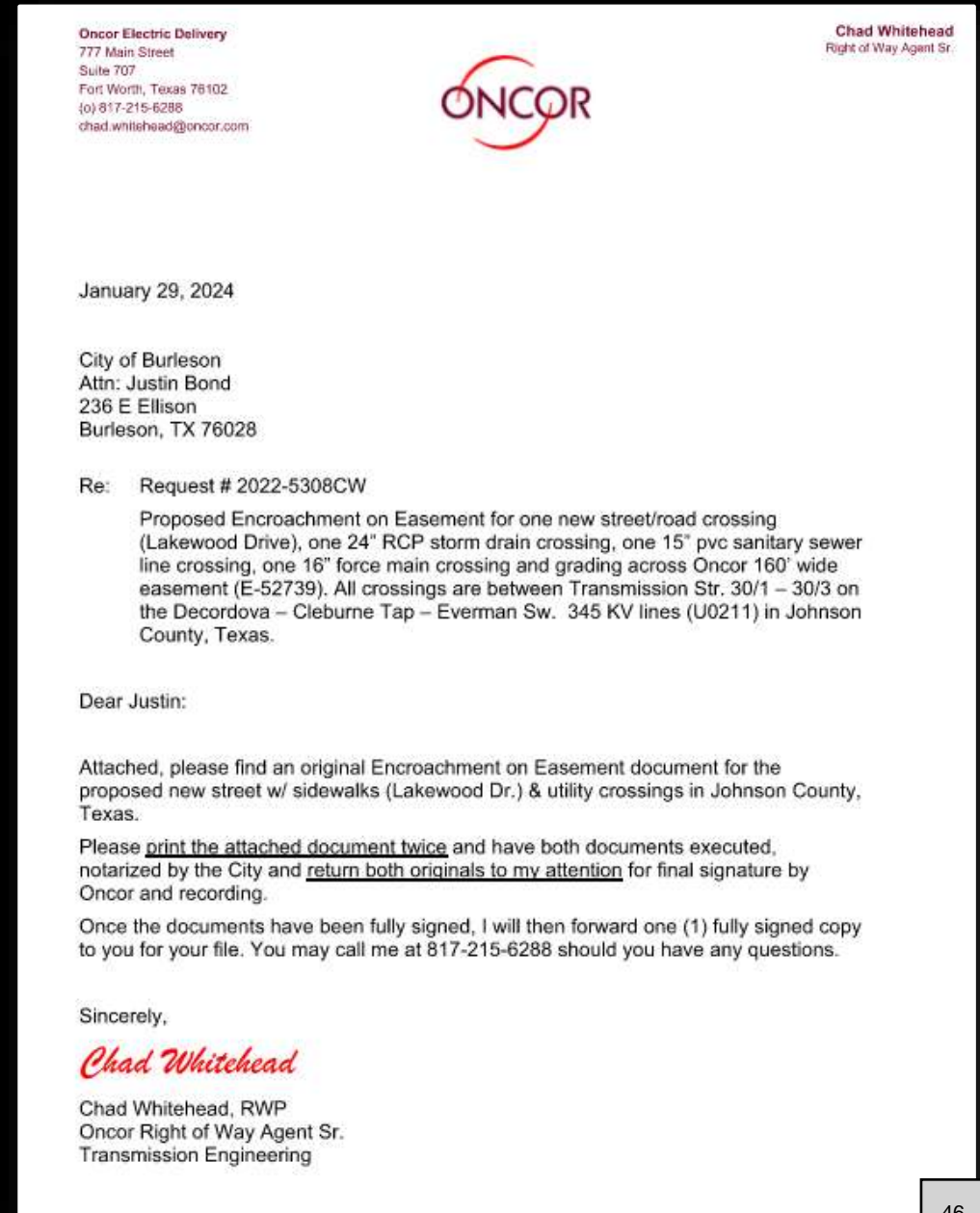
4A Economic Development Corporation Board to reimburse RA Development, Ltd for costs associated with the construction of Lakewood Drive

Encroachment Agreement

Required when proposed facilities cross
Oncor's easements

Includes limitations and regulations such as
the following –

- No blasting is permitted
- Equipment / material not allowed to be stored
- Any street or road crossings are only allowed per the design approved by Oncor
- No signs or lights permitted
- Pre-approved fencing no taller than 8 feet
- Landscaping must be approved by Oncor



Lakewood Drive

4-lane divided roadway

10-foot shared path within parkway on both sides

Existing UCS overhead electric lines parallel to roadway to be buried from CR 1016 to CR 1020

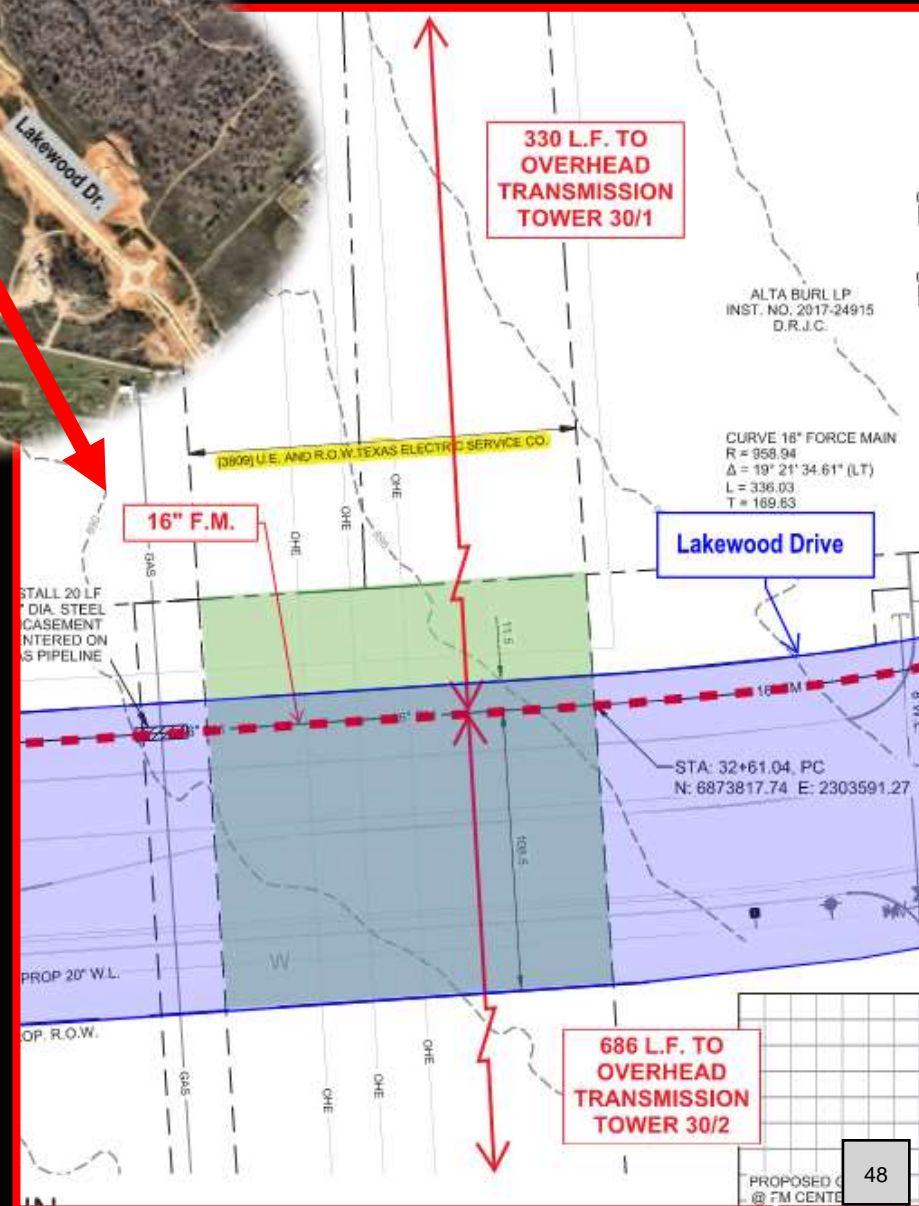
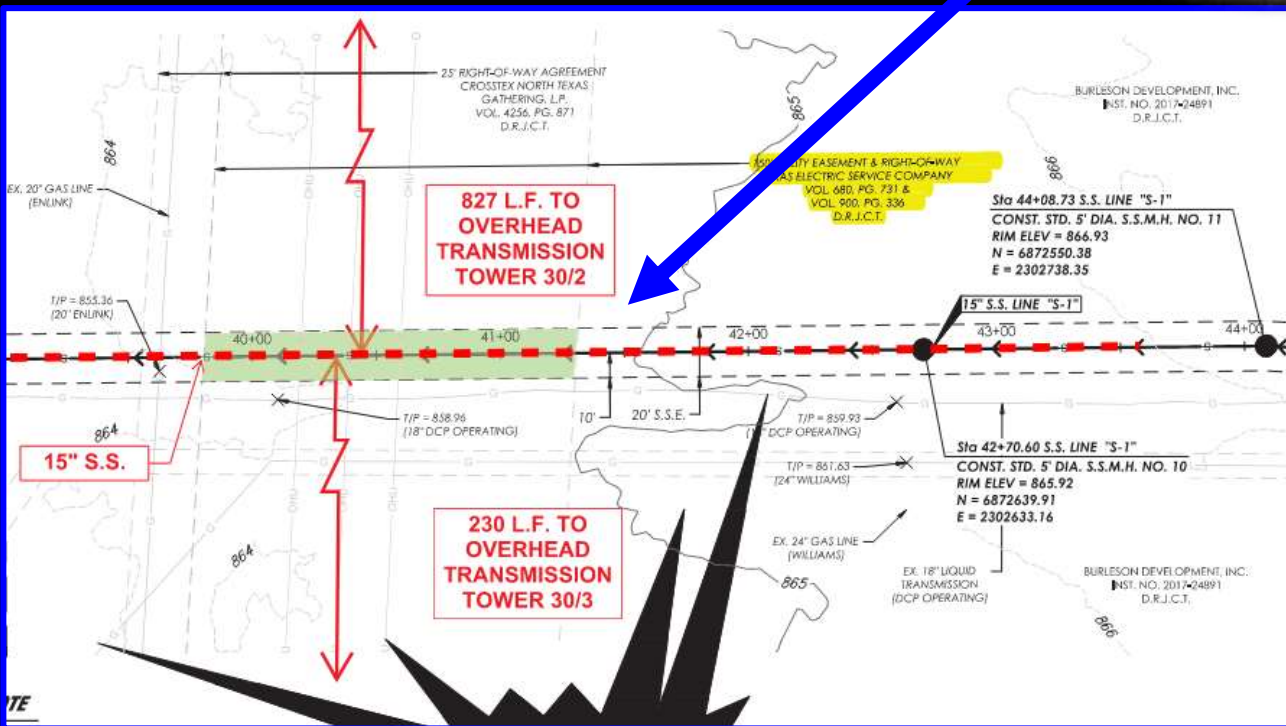
Pedestrian and street lighting proposed from CR 1020 to FM 1902

Roadway and proposed utilities cross under existing Oncor powerlines located in 150-foot easement



Encroachments

1. Lakewood Drive paving and associated storm drain improvements
2. 16-inch sewer force main
3. 15-inch gravity sewer



Action Requested

**Approve an Encroachment
on Easement agreement
with Oncor Electric Delivery
Company, LLC**



Staff Contact

Michelle McCullough
Assistant Director/City Engineer
817-426-9616
mmccullough@burlesontx.com



January 29, 2024

City of Burleson
Attn: Justin Bond
236 E Ellison
Burleson, TX 76028

Re: Request # 2022-5308CW

Proposed Encroachment on Easement for one new street/road crossing (Lakewood Drive), one 24" RCP storm drain crossing, one 15" pvc sanitary sewer line crossing, one 16" force main crossing and grading across Oncor 150' wide easement (E-52739). All crossings are between Transmission Str. 30/1 – 30/3 on the Decordova – Cleburne Tap – Everman Sw. 345 KV lines (U0211) in Johnson County, Texas.

Dear Justin:

Attached, please find an original Encroachment on Easement document for the proposed new street w/ sidewalks (Lakewood Dr.) & utility crossings in Johnson County, Texas.

Please print the attached document twice and have both documents executed, notarized by the City and return both originals to my attention for final signature by Oncor and recording.

Once the documents have been fully signed, I will then forward one (1) fully signed copy to you for your file. You may call me at 817-215-6288 should you have any questions.

Sincerely,

Chad Whitehead

Chad Whitehead, RWP
Oncor Right of Way Agent Sr.
Transmission Engineering

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC (“Oncor”)**, is the owner of an easement in Johnson County, Texas, which is recorded in Volume 680, Page 731 of the Deed Records of Johnson County, Texas (**“Easement”**); and

WHEREAS, The **City of Burleson, (“User”)**, desires permission to construct, operate and maintain a street crossing (Lakewood Drive) with sidewalks, one -24” RCP storm drain crossing, one -15” pvc sanitary sewer line crossing, one -16” force main crossing and grading (**“Encroaching Facility”**) within the area or boundaries of the Easement (**“Easement Area”**).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawings marked **Exhibit “A”**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor’s sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor’s, that are necessary.
2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User’s construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit “B”**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User’s sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User’s Encroaching Facility. User shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to User’s Encroaching Facility or User’s other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The **City of Burleson** has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at 817-496-2746**, 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities.** User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2024.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Attorney-In-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

ACCEPTANCE:
City of Burleson

By: _____

Name: _____

Title: _____

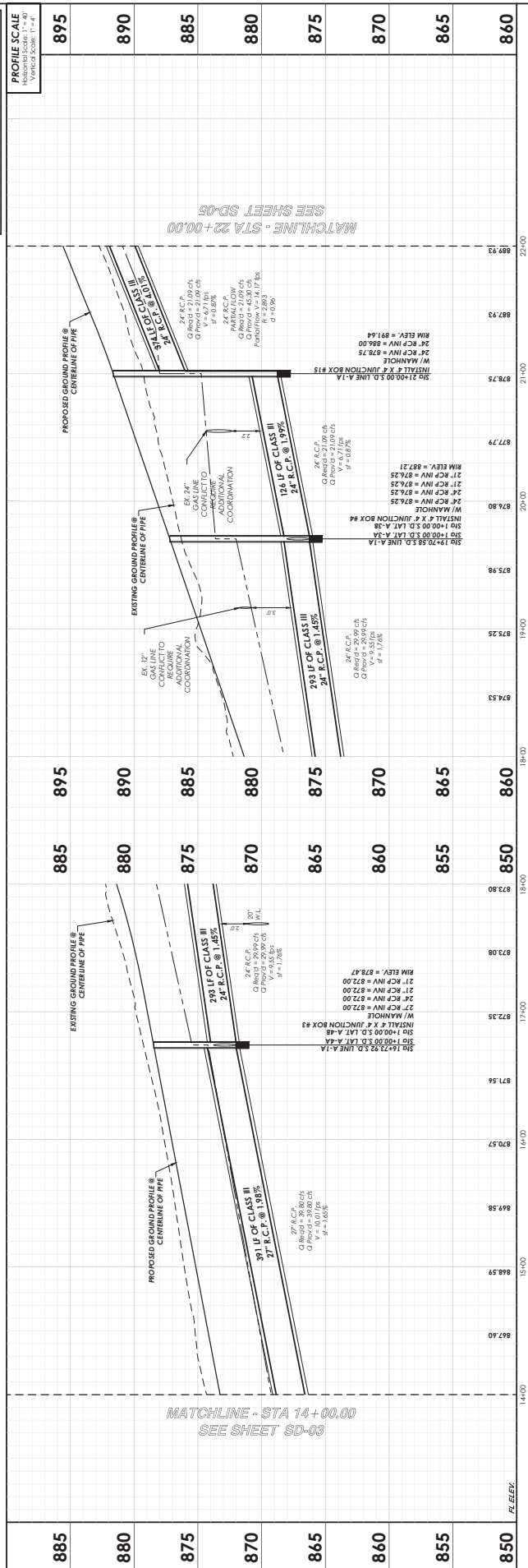
STATE OF TEXAS §
 §
COUNTY OF _____ §

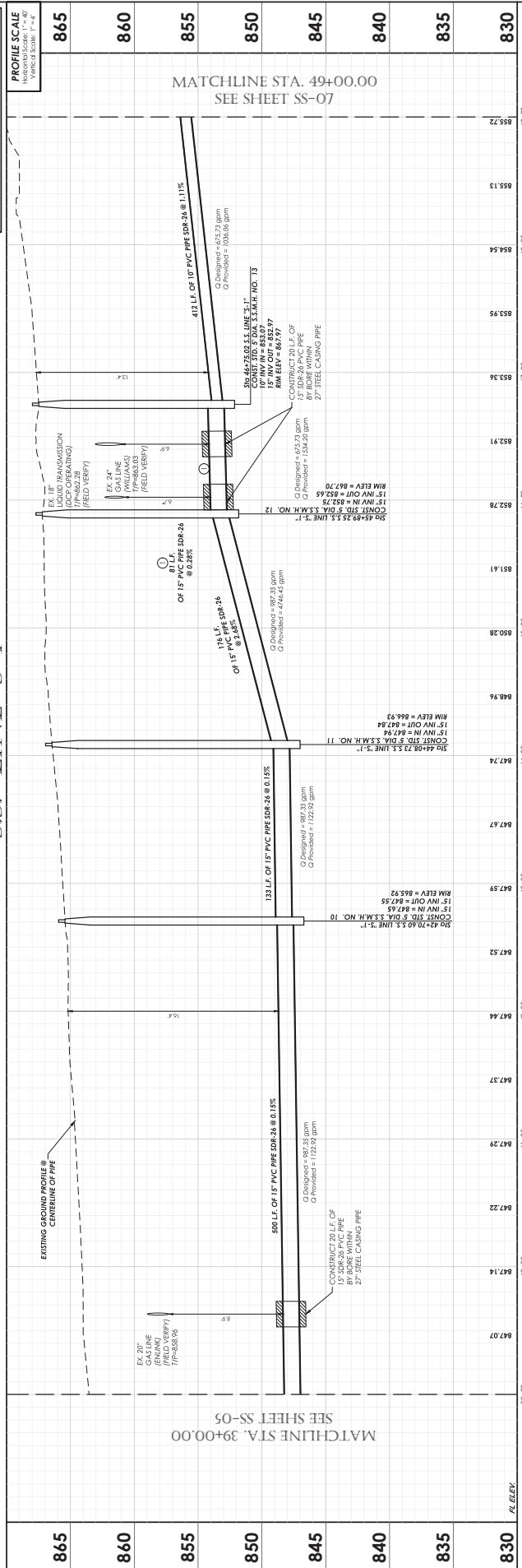
BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Burleson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 1311
Ft. Worth, Texas 76102





Copyright 2000. 1100 E. WILLOW BLVD. SUITE 100, CHICAGO, IL 60611-1100. ALL RIGHTS RESERVED.

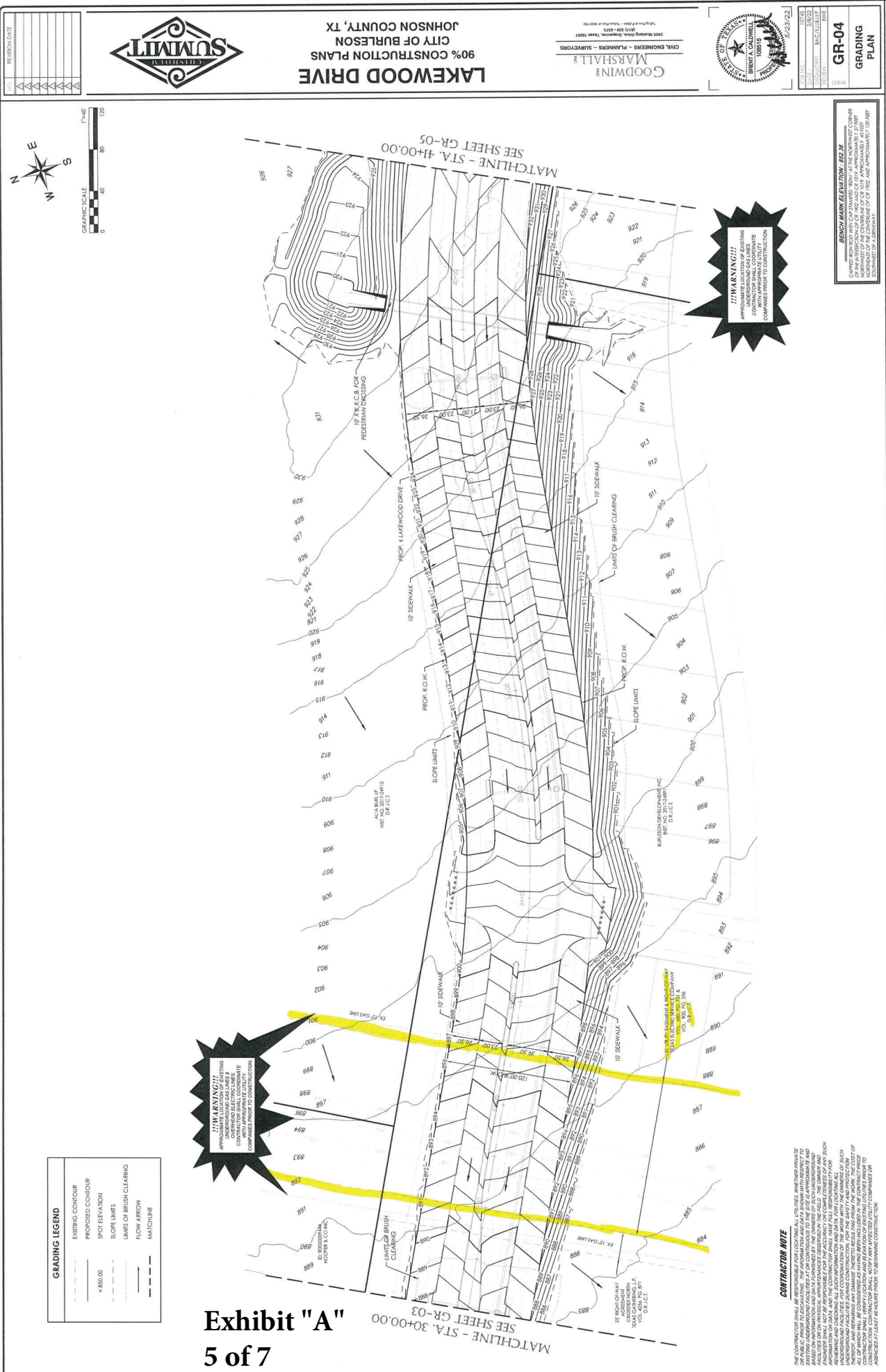


Exhibit "A"
5 of 7

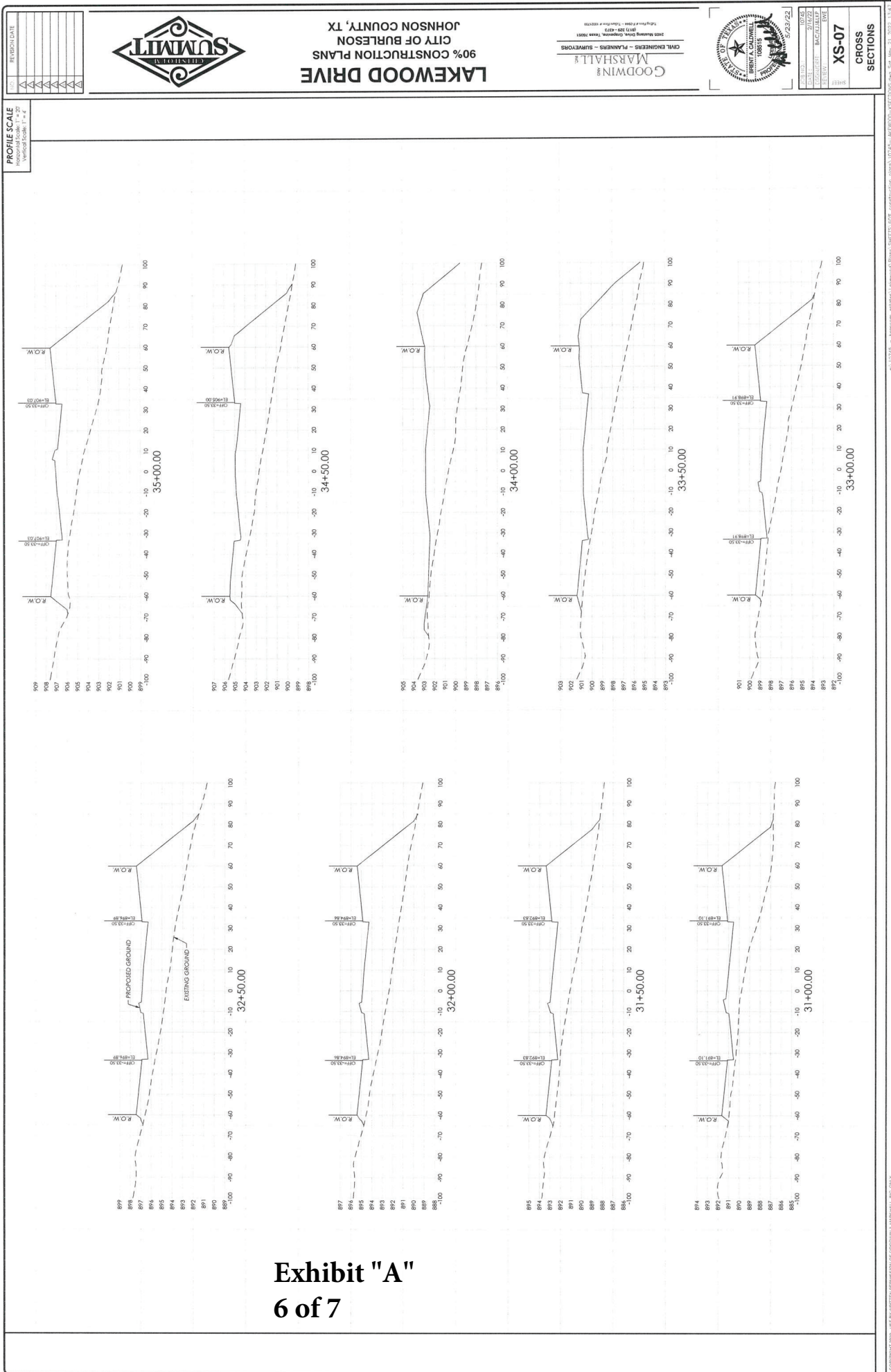


Exhibit "A"
6 of 7

NO.	REVISION DATE	BY	CHKD
1	10/11/2023		
2			
3			
4			
5			
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7			
8			
9			
10			

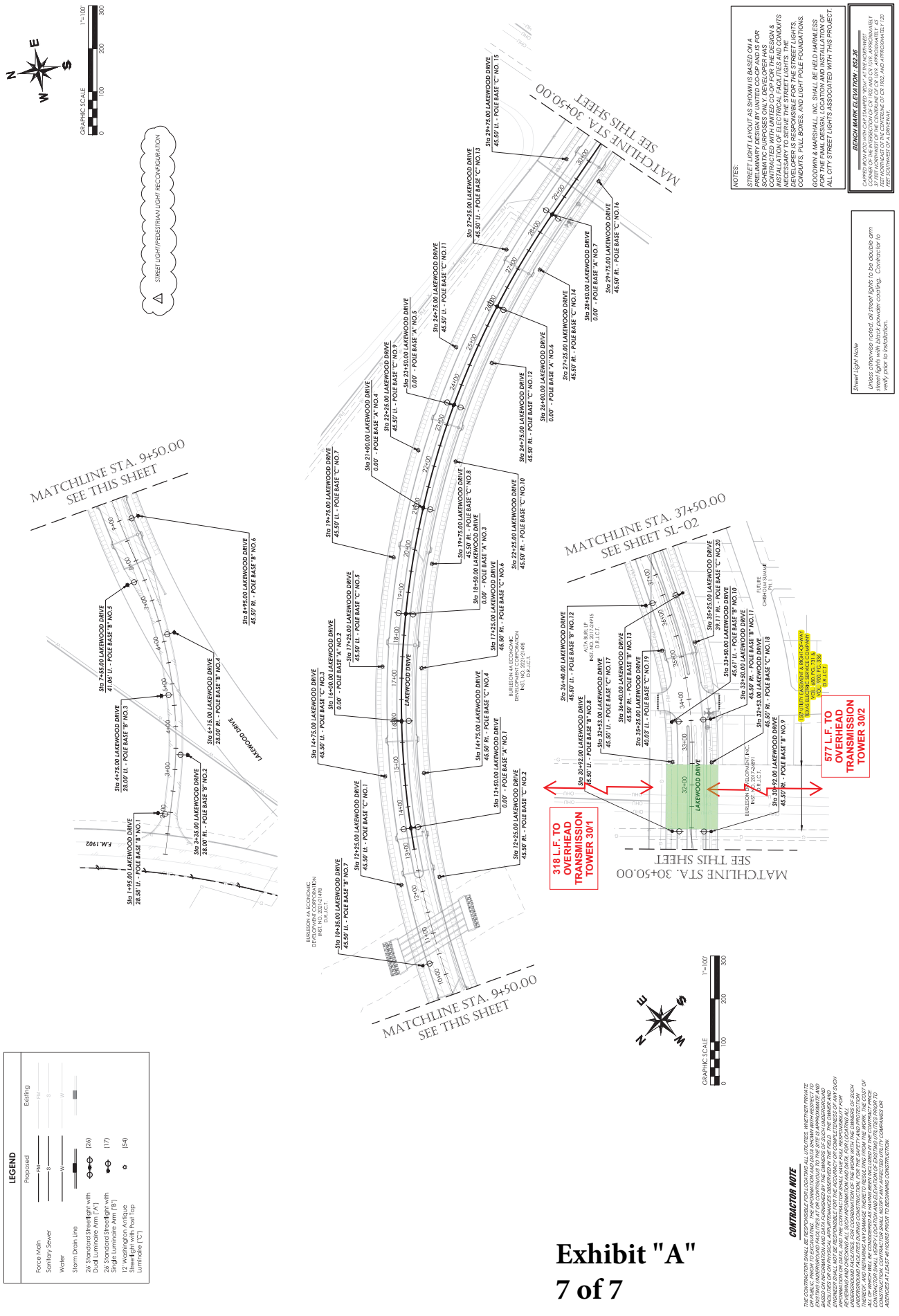


LAKEWOOD DRIVE
100% CONSTRUCTION PLANS
CITY OF BURLESON
JOHNSON COUNTY, TX

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2005 Building Drive, Odessa, Texas 79701
Phone: 409.361.1111 Fax: 409.361.1112



SL-01
STREET LIGHT LAYOUT
DATE: 10/11/2023
DRAWN BY: BAC/ML/ML
CHECKED BY: BAC/ML/ML
SCALE: AS SHOWN



LEGEND

Proposed	Existing
Force Main	FM
Sanitary Sewer	SS
Water	W
Storm Drain Line	SD
24" Standard Streetlight with Dual Luminaire Arm (A)	(A)
24" Standard Streetlight with Single Luminaire Arm (B)	(B)
12" Washington Antique Luminaire (C)	(C)
24" Standard Streetlight with Single Luminaire Arm (D)	(D)

NOTES:
STREET LIGHT LAYOUT AS SHOWN IS BASED ON A PRELIMINARY DESIGN BY UNITED CO-OP AND IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DESIGN AND FOR THE INSTALLATION OF ELECTRICAL FACILITIES AND CONDUITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPER IS RESPONSIBLE FOR THE STREET LIGHTS, CONDUITS, PULL BOXES, AND LIGHT POLE FOUNDATIONS. GOODWIN & MARSHALL, INC. SHALL BE HELD HARMLESS FOR THE FINAL DESIGN, LOCATION AND INSTALLATION OF ALL CITY STREET LIGHTS ASSOCIATED WITH THIS PROJECT.

BENCH MARK ELEVATION: 852.38
CONTRACTOR SHALL VERIFY THE BENCH MARK ELEVATION OF THE INTERSECTION OF ST. 17245 AND ST. 17246 APPROXIMATELY 100' SOUTH OF THE INTERSECTION OF ST. 17245 AND ST. 17246. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE BENCH MARK ELEVATION.

Street Light Note
Unless otherwise noted, all street lights to be double arm street lights with black powder coating. Contractor to verify prior to installation.

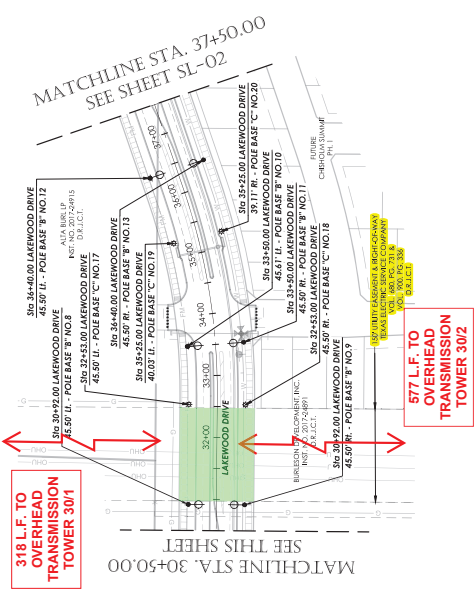


Exhibit "A"
7 of 7

CONTRACTOR NOTE
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DESIGN AND FOR THE INSTALLATION OF ELECTRICAL FACILITIES AND CONDUITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DEVELOPER IS RESPONSIBLE FOR THE STREET LIGHTS, CONDUITS, PULL BOXES, AND LIGHT POLE FOUNDATIONS. GOODWIN & MARSHALL, INC. SHALL BE HELD HARMLESS FOR THE FINAL DESIGN, LOCATION AND INSTALLATION OF ALL CITY STREET LIGHTS ASSOCIATED WITH THIS PROJECT.

LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.
10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be

grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.

11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 817-496-2746.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air

Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.

City Council Regular Meeting

DEPARTMENT: Public Works & Engineering
FROM: Tiana Jackson, P.E., CFM, Engineering Manager – Capital
MEETING: March 18, 2024

SUBJECT:

Consider approval of an amendment to the Engineering Services Contract with Freese and Nichols, Inc. for design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in the amount of \$9,790.00 for a total contract amount of \$390,385.00. (*Staff Presenter: Tiana Jackson, Engineering Manager – Capital*)

SUMMARY:

The original scope of this project was to widen and reconstruct approximately 0.5 miles of Stone Rd. / Village Creek Parkway from McCall St. to Alsbury Boulevard. The project will replace the existing two-lane asphalt roadway with a four or five-lane divided or un-divided concrete roadway including two lanes in each direction. The project will also include curb and gutter, closed drainage systems, street lights, sidewalks, and a 10' shared use path.

The original design contract approved with Freese and Nichols, Inc. was approved as a not to exceed amount of \$380,595.00, with no contingency. Therefore, any modification to the original agreement, which would encumber additional funds, is required to come back before city council's review and approval.

In August 2023, staff presented the preliminary design of Village Creek Parkway to City Council. City Council's direction was to modify the current McCall intersection to allow for all turning movements from McCall and the Spinks airport driveway.

Staff has worked with Freese and Nichols, Inc. through multiple intersection alternatives that are consistent with the council's direction as well as limit the reduction of the existing southbound left turn lane onto Abner Lee Dr. These efforts have been in tandem with continuing the remaining project's design progression in order to begin utility relocations as soon as time permits.

The proposed \$9,790.00 contract amendment includes additional topographic and boundary survey (area between McCall Street and Abner Lee Drive, not within the original limits) and additional easement documents to accommodate the revised location of the 10' shared use path.

RECOMMENDATION:

Approve an amendment to the Engineering Services Contract with Freese and Nichols, Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in the amount of \$9,790.00.

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

April 12, 2021 - City Council approved a Resolution of Support for the Tarrant County 2021 Bond Program and approval of this Stone Rd. / Village Creek Parkway Widening project for consideration to be included in the Tarrant County 2021 Bond Program. (Item 9.D)

October 3, 2022 - City Council approved a resolution declaring intention to reimburse an amount not to exceed \$65,100,000 for capital projects within the CIP for FY22-27. (Item 9.B)

January 9, 2023 - City Council approved a Funding Interlocal Agreement with Tarrant County for the Design and Construction of the Stone Rd. / Village Creek Parkway Widening Project in the amount of \$3,030,000. (Item 8.D)

January 9, 2023 - City Council approved an Engineering Services Contract with Freese and Nichols, Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in an amount not to exceed \$380,595.00. (Item 8.E)

August 7, 2023 - City Council received a report, held a discussion, and provided staff feedback regarding the preliminary design of Village Creek Parkway Widening and Reconstruction project. (Item 3.A)

REFERENCE:

CSO#4086-01-2023 - Engineering Services Contract with Freese and Nichols, Inc.

FISCAL IMPACT:

Budgeted: Y

Fund Name: Non-Bond Engineering/Capital Impact Fees Area C

Full Account #: 4013101-62010

Amount: \$9,790.00

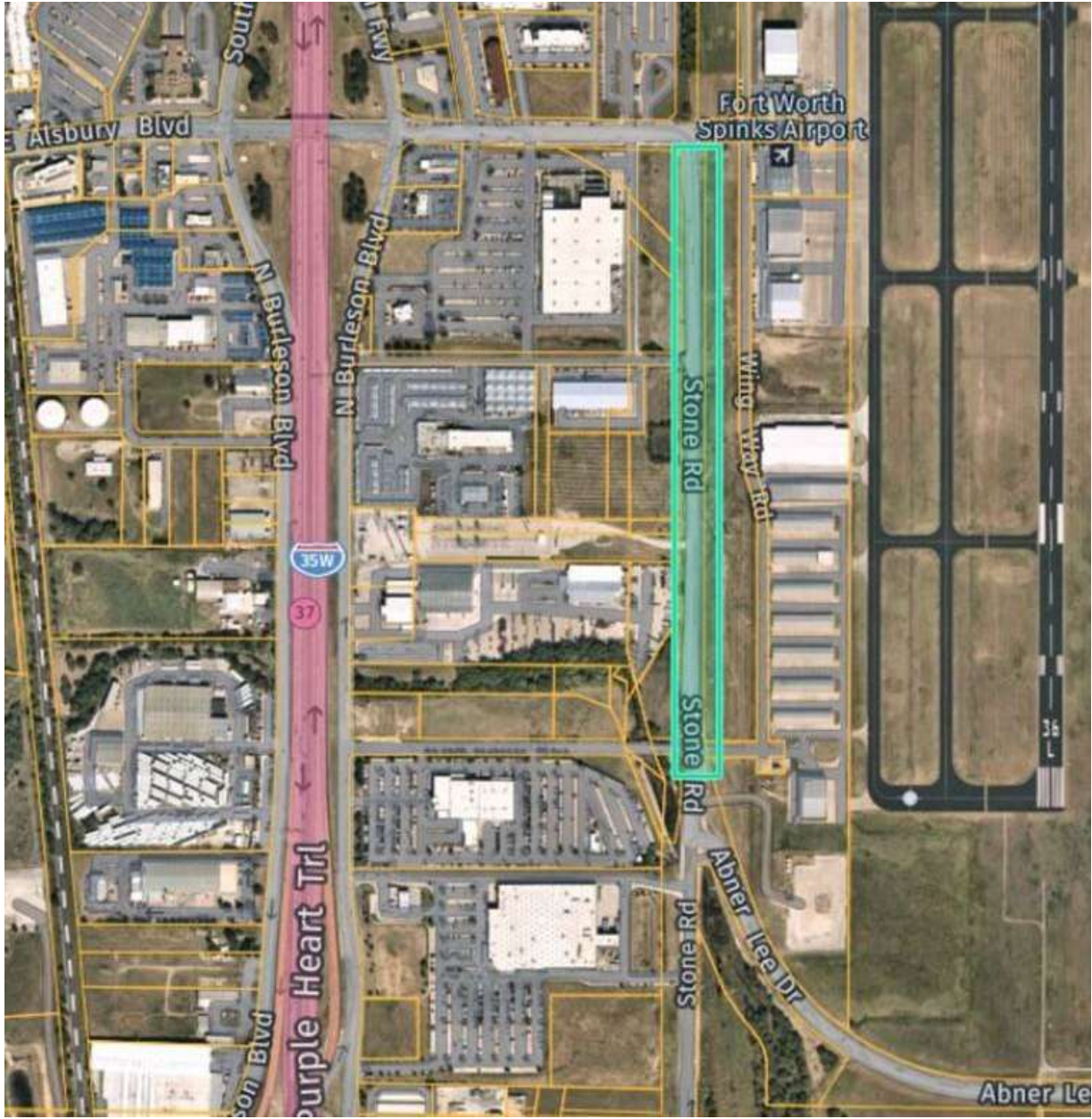
Project No.: ST2309

STAFF CONTACT:

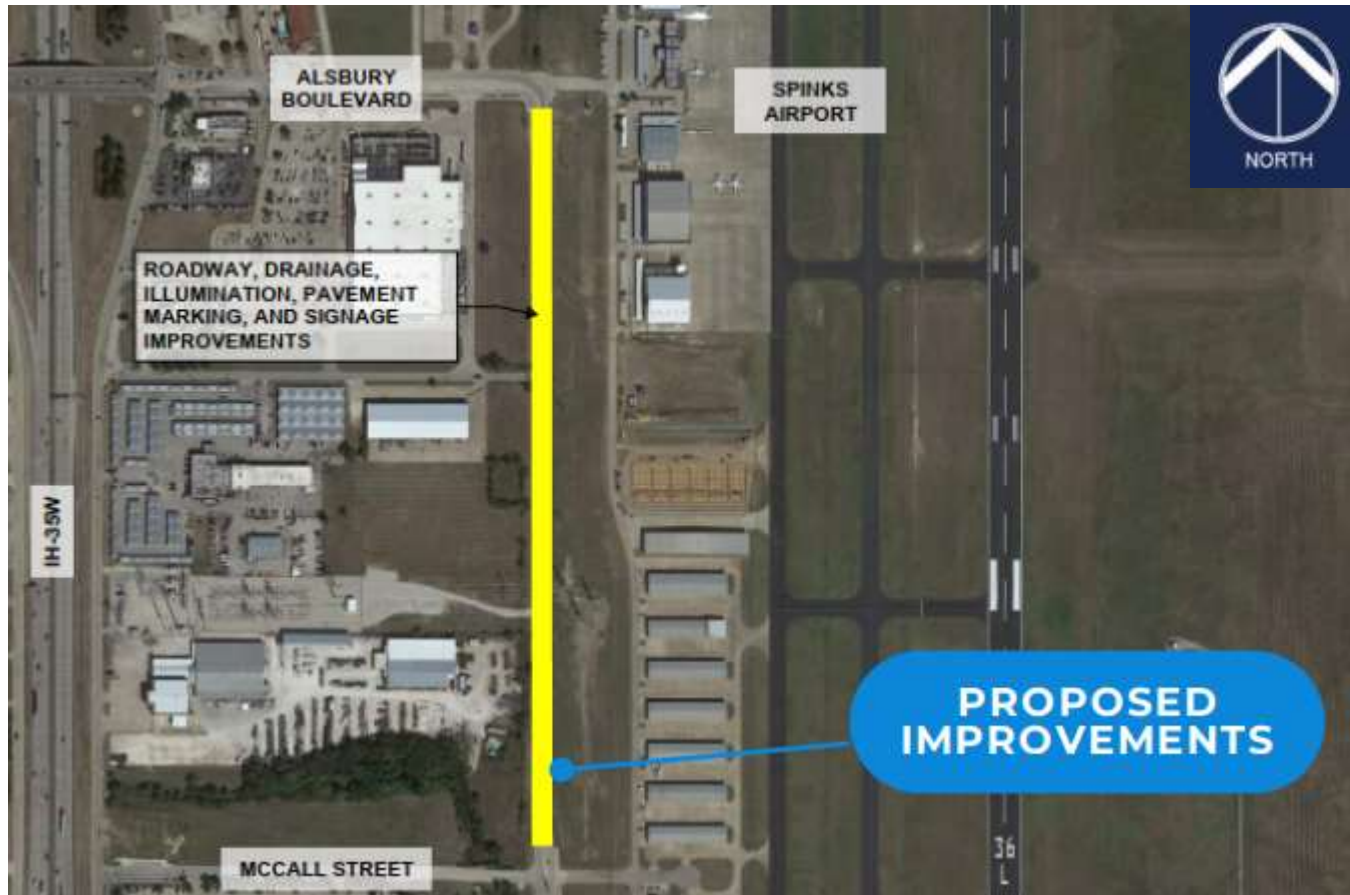
Tiana Jackson, P.E., CFM
Engineering Manager – Capital
tjackson@burlesontx.com
817-426-9619

Village Creek Parkway / Stone Road

Design Contract
Amendment
March 18, 2024



Project Background

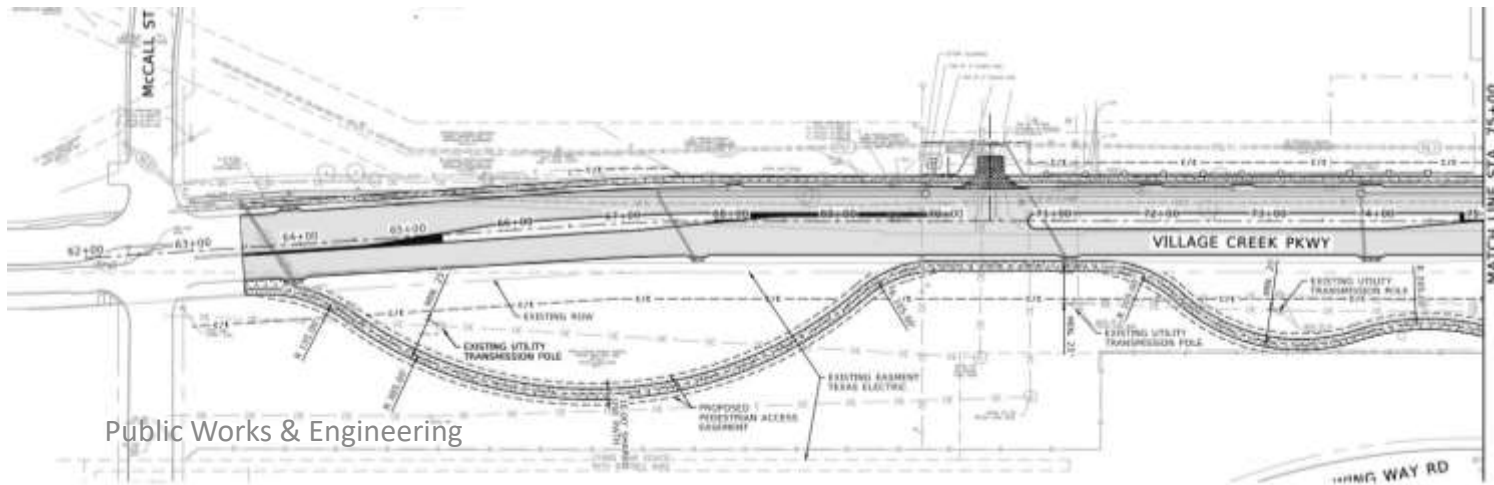
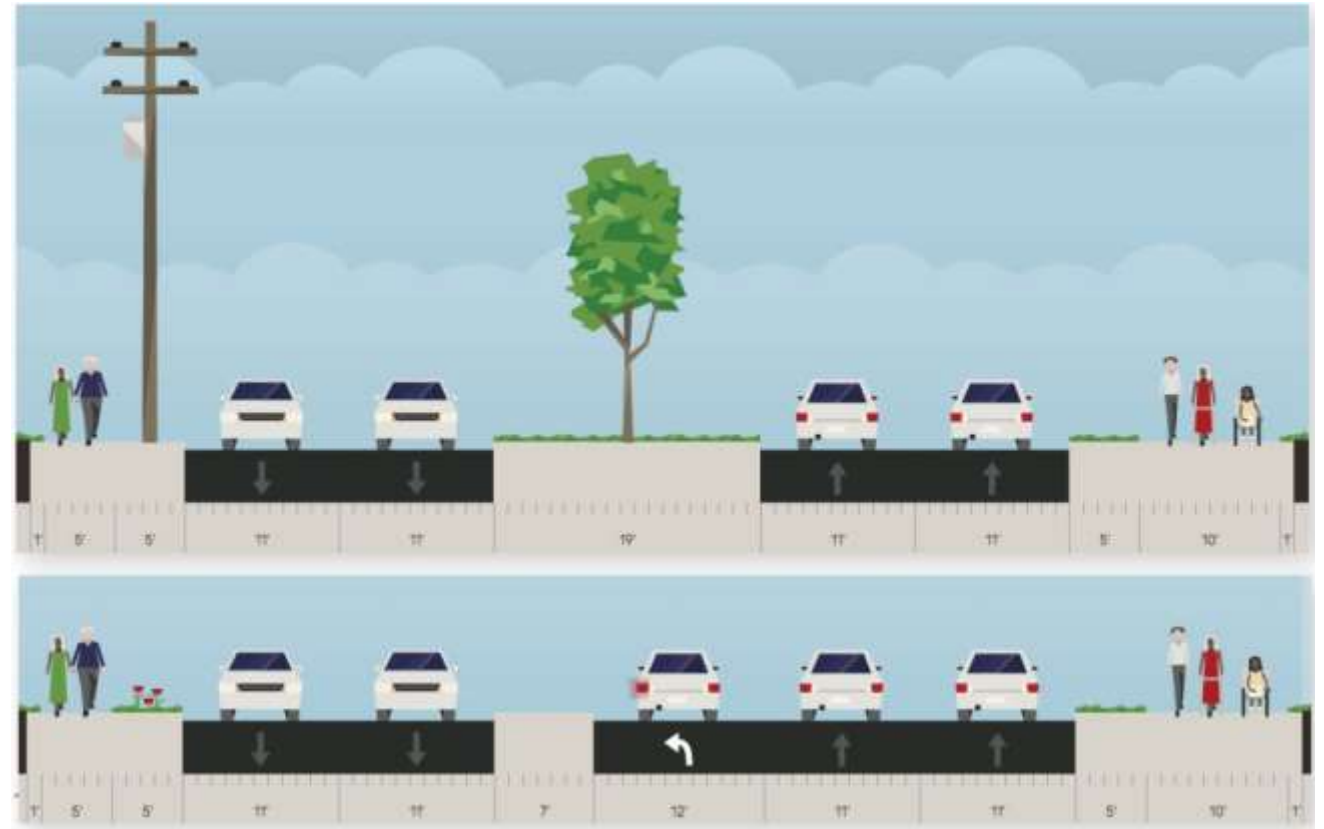


- Fall 2021 project was selected for Tarrant County Bond Program (50/50 cost sharing split); Initially included in Burleson's 5-yr CIP in 2022
- January 9, 2023 - City Council approved contract with Freese and Nichols Inc. for the design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in an amount not to exceed \$380,595
- Modification to increase a “not to exceed” contract agreement requires city council approval

Previous Direction

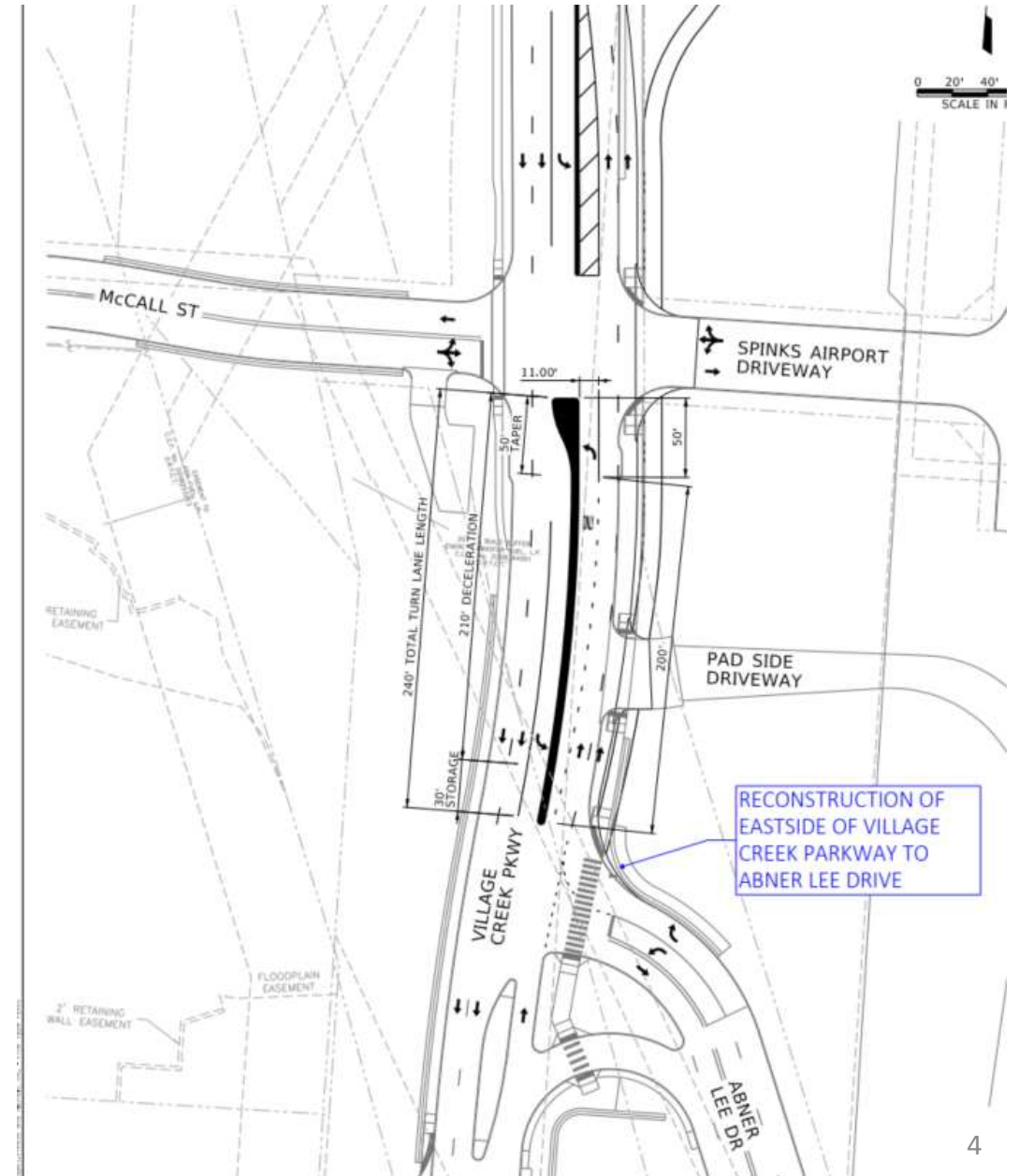
At the August 2023 project update, Council directed proceeding with:

- 90' ROW section – 4-lane divided roadway with gently meandering 10' Shared Use Path within Oncor Easement
- Modification of McCall intersection to allow for all turning movements from McCall and the Spinks airport driveway



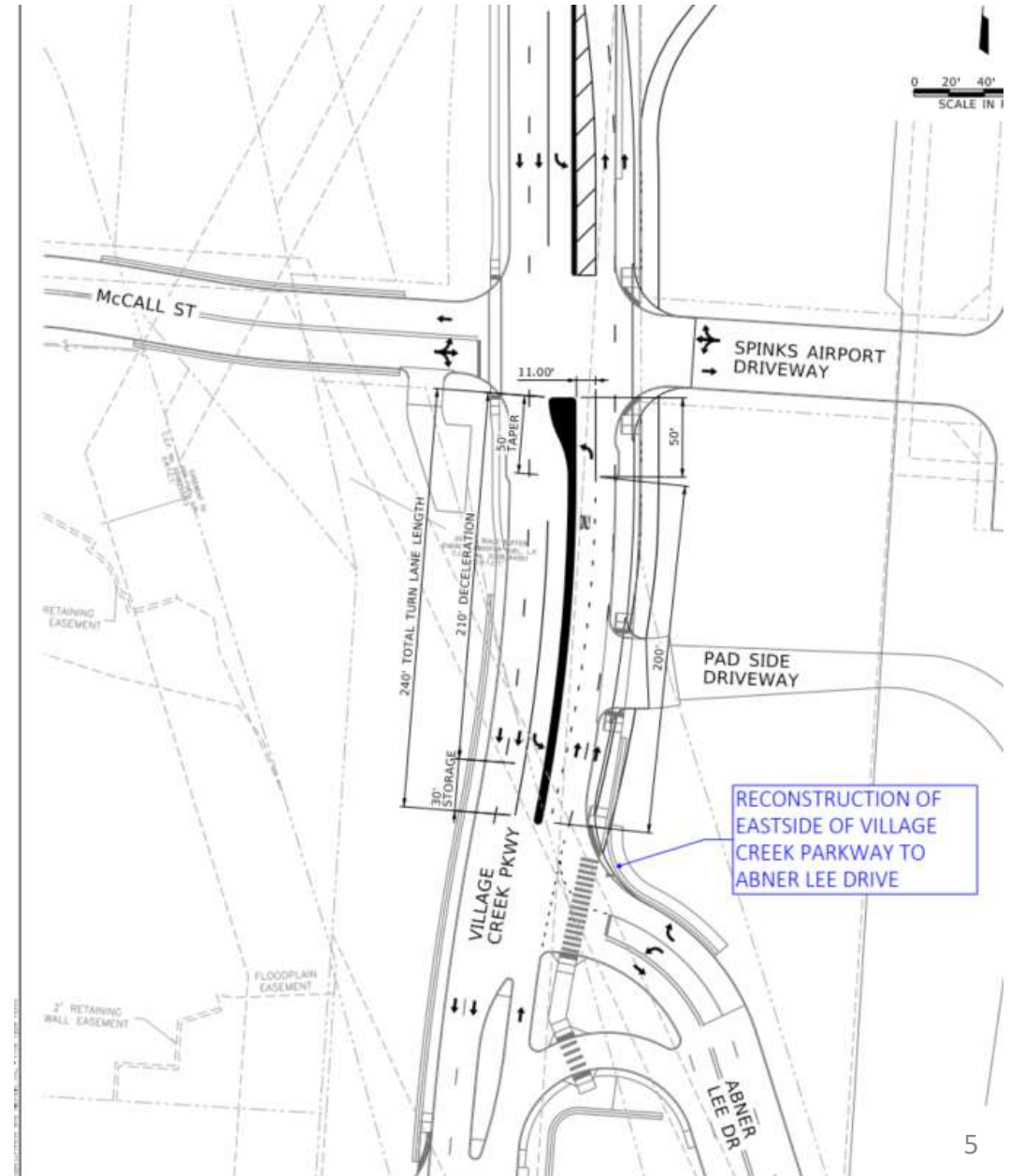
Project Progress since August 2023, continued

- Worked with the FNI to develop McCall Street intersection alternative that would allow for turning movements in all directions
- Created permanent easement documents for all necessary parcels
- Continued coordination with franchise utility companies
 - Atmos Energy to begin relocation in April 2024
 - Oncor overhead electric relocation design underway

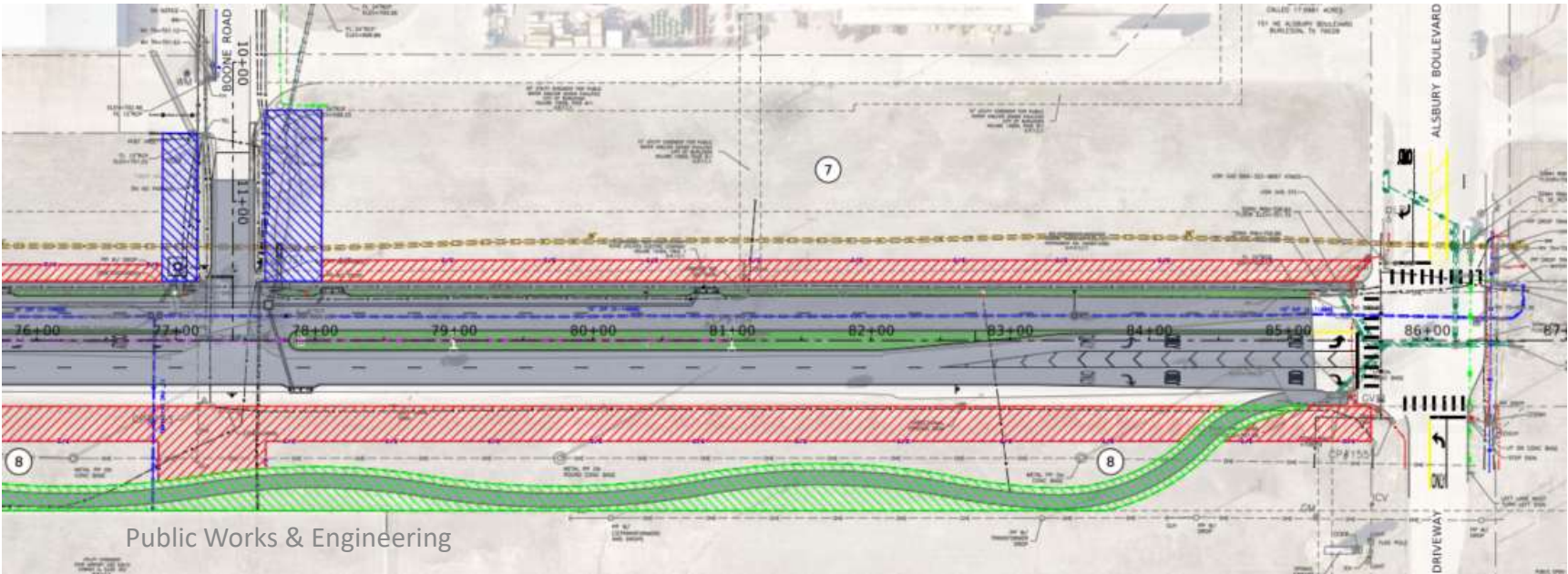
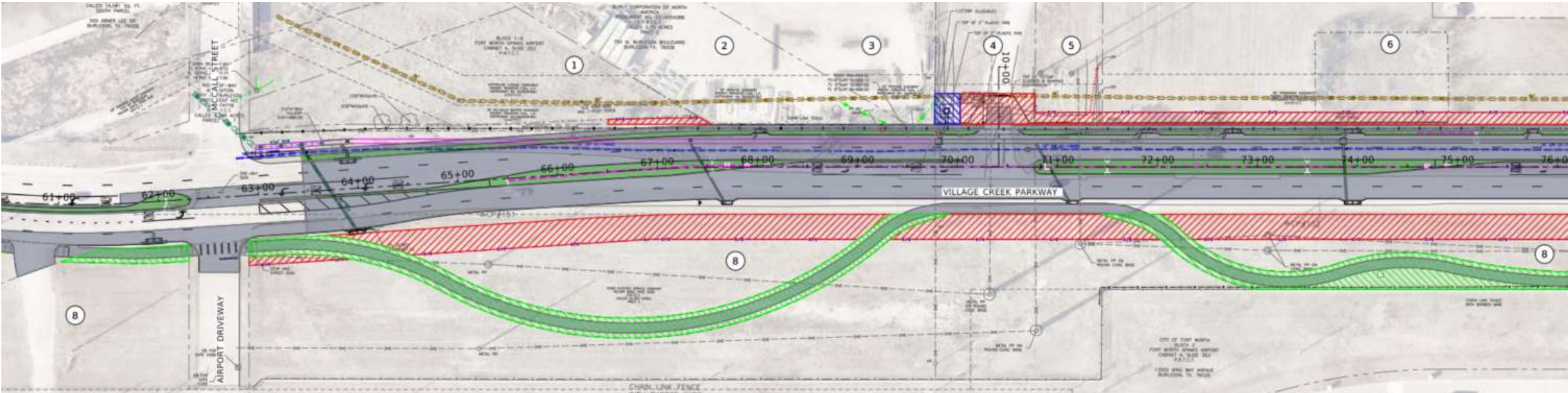


Project Progress since August 2023

- Original shared use path location approved by Oncor; slight revision to design required with McCall intersection revision; then draft City & Oncor agreement
- Coordination of project with Spinks Airport and City of Fort Worth
- Coordination with Tarrant County to update interlocal agreement revising southern limit from to McCall Street to Abner Lee Drive



Easement Summary



LEGEND

XX

PARCEL NUMBER

PERMANENT PEDESTRIAN
EASEMENT AREA

PERMANENT DRAINAGE
EASEMENT AREA

TEMPORARY CONSTRUCTION
EASEMENT AREA

Public Works & Engineering

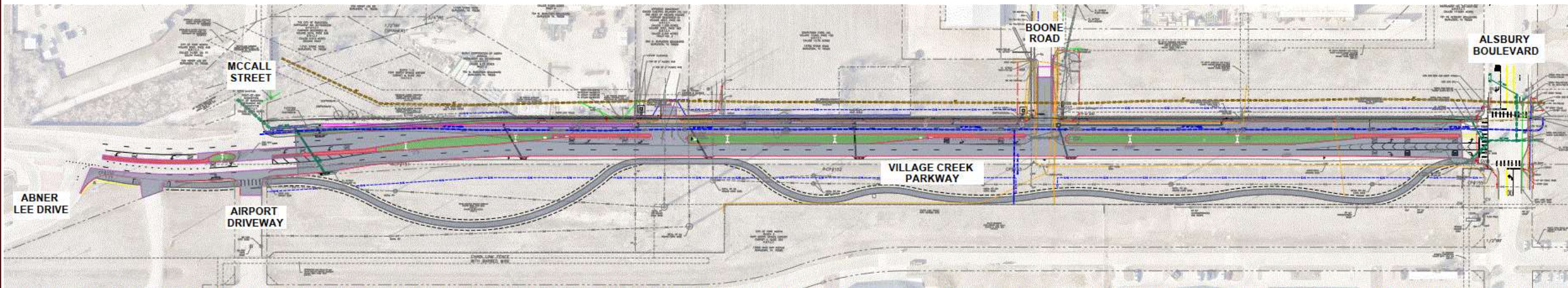
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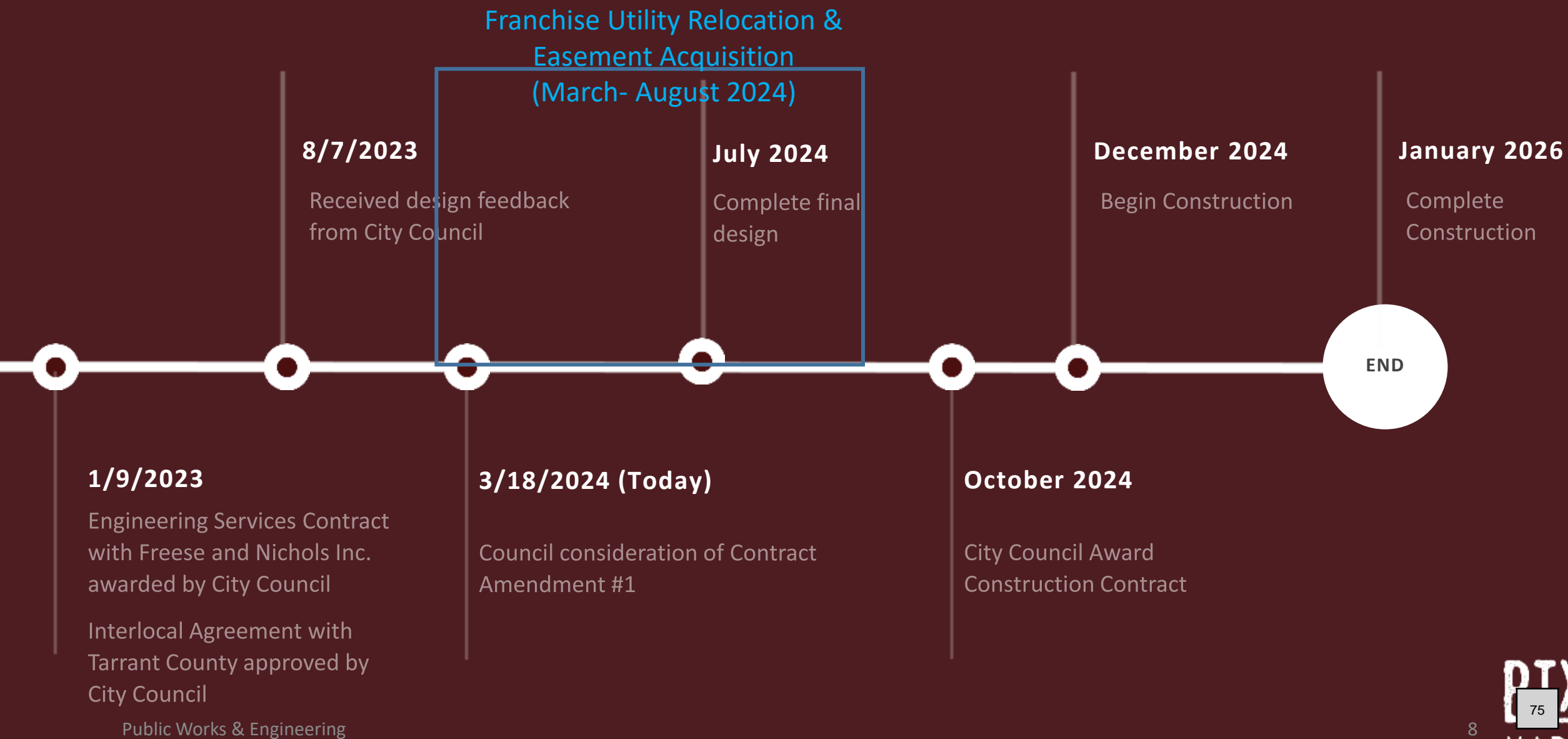
MADE

Amendment Purpose

- Additional engineering design fee in the amount of \$9,790
- Contract amendment includes additional topographic and boundary survey (area between McCall Street and Abner Lee Drive, not within the original limits) and additional easement documents to accommodate revised location of the 10' shared use path.



Project Timeline



Action Requested

Approve an amendment to the Engineering Services Contract with Freese and Nichols Inc. for design of the Stone Rd. / Village Creek Parkway Widening and Reconstruction project in the amount of \$9,790.00.

Questions / Discussion

Tiana Jackson, P.E., CFM
Engineering Manager - Capital
tjackson@burlesontx.com
817-426-9619



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT

CITY OF BURLESON, TEXAS
141 W. REFNRO ST.
BURLESON, TX 76028

FNI PROJECT NO. BUR23112

PO#: _____

DATE: 2/21/2024

Project Name: Village Creek Parkway (from McCall Street to Alsbury Boulevard)

Description of Services: Progress the design of Village Creek Parkway (from McCall Street to Alsbury Boulevard), including additional design survey and survey documents. Scope of services as described in **Attachment A**.

Amended Deliverables: As described in **Attachment A**.

Amended Schedule: As described in **Attachment B** (Based on Notice to Proceed).

Compensation (fixed price, not to exceed amount) shall be amended as follows:

Current Contract Amount:	\$380,595.00
Amount of this Amendment:	\$9,790.00
Revised Total Amount Authorized:	\$390,385.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF BURLESON, TEXAS

BY: 

BY: _____

Chris Bosco, PE

Print Name

Print Name

TITLE: Principal and Vice-President

TITLE: _____

DATE: 2/21/2024

DATE: _____

ATTACHMENT A
SCOPE OF SERVICES

BACKGROUND

The City of Burleson (CITY) and Freese and Nichols, Inc. (FNI) entered into a professional services agreement in 2023 for the design of Village Creek Parkway (from McCall Street to Alsbury Boulevard) project (approximately 2,200 feet). In December 2023, the CITY has requested that FNI provide professional engineering services to extend the Village Creek Parkway project limits from McCall Street to Abner Lee Drive (approximately 400 feet) to modify the raised median at the McCall Street and Village Creek Parkway intersection.

FNI proposes to render professional engineering services in support of this effort as outlined in the following SCOPE OF SERVICES (BASIC AND SPECIAL SERVICES).

<u>DESIGN SERVICES</u>	<u>EFFORT PER TASK</u>
TASK 1. PROJECT MANAGEMENT (NOT INCLUDED)	
TASK 2. PRELIMINARY (60%) DESIGN (NOT INCLUDED)	
TASK 3. FINAL (90%, 95%, 100%) DESIGN (NOT INCLUDED)	
TASK 4. BID AND CONSTRUCTION PHASE (NOT INCLUDED)	
TASK 5. TOPOGRAPHIC SURVEY	\$ 9,790.00
TASK 6. SUBSURFACE UTILITY ENGINEERING (NOT INCLUDED)	
TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION (NOT INCLUDED)	
TASK 8. UTILITY COORDINATION (NOT INCLUDED)	
TASK 9. FAA COORDINATION (NOT INCLUDED)	
DESIGN SERVICES TOTAL	\$ 9,790.00

BASIC SERVICES

SPECIAL SERVICES

TASK 5. TOPOGRAPHIC SURVEY

FNI will provide additional topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc.
- The topographic survey will be conducted up to 150 feet in width along the roadway alignment (400 feet in length).

- Survey Control and Materials:
 - 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' interval within the project area. Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electric (MS Word Document) format.
- Additional Easement Documents - Prepare up to four (4) easement survey documents (exhibit and metes and bounds description).

ASSUMPTIONS

- The topographic and boundary survey data previously collected by the CITY will be incorporated into the collected topographic survey by FNI.
- Construction staking will be conducted by the Project Contractor, not by FNI.
- CITY will provide all services associated with meetings with property owners and acquisition of the easements.

DELIVERABLES

- A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described services, are described as follows:

- a. Land acquisition services.
- b. Providing survey documents (right-of-way and easements) in excess of those noted in the scope of services. CITY to prepare and provide right-of-entry documents.
- c. Conducting CCTV inspection of existing underground utilities.
- d. Construction materials testing.
- e. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- f. GIS mapping services or assistance with these services.
- g. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.

COMPENSATION

FNI agrees to provide the professional services described above for the fixed price, not to exceed amount of nine thousand seven hundred ninety dollars and zero cents (\$9,790.00).

City of Burlison Amendment - Village Creek Parkway (from McCall Street to Alsbury Boulevard) 2/21/2024 Detailed Cost Breakdown					Project Fee Summary						Project Fee Summary						Project Fee Summary							
					Basic Services		\$ 9,790				Basic Services		9,790				Basic Services		9,790					
					Special Services		\$ -				Special Services		-				Special Services		-					
					Total Project		\$ 9,790				Total Project		9,790				Total Project		9,790					
Tasks					Labor						Expenses						Subconsultants						Total	
Phase	Task	Activity	Basic or Special	Task Description	Chris Bosco	Todd Buckingham	Matt Willoughby	Zach Garlock	Steve James	Total Hours	Total Labor Effort	Tech Charge	Miles	Meals	Hotel	Total Expense Effort	Yellow Rose Mapping				Total Sub Effort	Total Effort		
											\$ -					\$ -					\$ -	\$ -		
			Basic	TASK 5. TOPOGRAPHIC SURVEYING							\$ -					\$ -					\$ -	\$ -		
			Basic	TOPOGRAPHIC AND BOUNDARY SURVEYING		2	4				\$ -					\$ -	2,850				\$ 3,135	\$ 4,483		
			Basic	EASEMENT DOCUMENTS (UP TO 4)		2	4				\$ -					\$ -	3,600				\$ 3,960	\$ 5,308		
											\$ -					\$ -					\$ -	\$ -		
											\$ -					\$ -					\$ -	\$ -		
Total Hours / Quantity						4	8			12		\$ -	\$ -	\$ -	\$ -		\$ 6,450	\$ -	\$ -	\$ -				
Total Effort											\$ 2,695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33	\$ 7,095	\$ -	\$ -	\$ -	\$ 7,095	\$ 9,790	

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 **FREESE AND NICHOLS, 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 or one year from date of execution whichever is earlier, and unless terminated earlier in accordance with the provisions of this Agreement. Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

This is a fixed-price contract. The City shall pay Consultant an amount not to exceed Three Hundred Eighty Thousand Five Hundred Ninety Five Dollars (**\$380,595.00**) 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 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.

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.

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 PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING REASONABLE ATTORNEY

Professional Services Agreement

Page 3

Revised 07/18/22

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.

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 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 provided under the contractual agreement or for the warranty period, whichever 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, 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's Office
Attn: Bryan Langley
141 W. Renfro St.
Burleson, TX 76028

To CONSULTANT:

Freese and Nichols, Inc.
Attn: Chris Bosco
801 Cherry Street, Suite 2800
Fort Worth, Texas 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 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 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 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.

27. 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.

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: Bryan Langley
Title: City Manager
Date: 01-09-2023

FREESE AND NICHOLS, INC.:

By: 
Name: Chris Bosco, P.E.
Title: Vice President/Principal
Date: December 28, 2022

APPROVED AS TO FORM:

By: 
City Attorney, Assistant City Attorney,
or Deputy City Attorney

**ATTACHMENT A
SCOPE OF SERVICES**

ATTACHMENT A
SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering services in conjunction with the Village Creek Parkway (from McCall Street to Alsbury Boulevard) project (approximately 2,200 feet) for the City of Burleson (hereinafter referred to as CITY or OWNER).

The purpose of this project is to provide design, bid (through design, bid, build process), and construction phase services to remove an existing two-lane undivided roadway and construct of a five-lane undivided roadway, a shared use path on the eastside of the roadway, a sidewalk on the westside of the roadway, underground drainage system, minor water and sanitary sewer adjustments to proposed grades, signage and pavement marking improvements. The location of roadway illumination will be identified by FNI and installed by Oncor Electric. There are no water or sanitary sewer replacements or improvements with this project.

FNI will perform the following engineering and technical services for the project.

WORK TO BE PERFORMED

<u>DESIGN SERVICES</u>	<u>EFFORT PER TASK</u>
TASK 1. PROJECT MANAGEMENT	\$ 36,217.00
TASK 2. PRELIMINARY (60%) DESIGN	\$ 107,313.00
TASK 3. FINAL (90% AND 100%) DESIGN	\$ 96,504.00
TASK 4. BID AND CONSTRUCTION PHASE	\$ 32,860.00
TASK 5. TOPOGRAPHIC SURVEY	\$ 40,343.00
TASK 6. SUBSURFACE UTILITY ENGINEERING	\$ 41,140.00
TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION	\$ 3,750.00
TASK 8. UTILITY COORDINATION	\$ 15,818.00
TASK 9. FAA COORDINATION	\$ 6,650.00
DESIGN SERVICES TOTAL	\$ 380,595.00

BASIC SERVICES

TASK 1. PROJECT MANAGEMENT

FNI will manage the work outlined in this scope to foster an efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

Communications and Reporting

- Conduct internal project kickoff meeting
- Conduct and document external project kickoff meeting with CITY
- Conduct and document project update meetings (up to six (6) meetings) with CITY Project Manager.
- Prepare and submit monthly progress reports.

ASSUMPTIONS

- One (1) project kickoff meeting with CITY
- Up to six (6) project update meetings with CITY
- Invoices will be provided to the CITY from FNI on a monthly basis.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule
- D. Monthly schedule updates
- E. Monthly invoices

TASK 2. PRELIMINARY (60%) DESIGN

Preliminary (60%) Design will be submitted to CITY per the approved Project Schedule.

FNI will provide Preliminary Design services to the CITY with the following design plans:

GENERAL DESIGN

- COVER SHEET – Including project limits and location map
- INDEX OF SHEETS
- GENERAL NOTES – Including applicable City standard general notes
- SURVEY CONTROL AND PROJECT LAYOUT – Including City Control Points with X, Y, Z coordinates, identified coordinate system, and bearing base. Z coordinate will be included on City Datum only with a description of the location.
- ALIGNMENT DATA

- RIGHT-OF-WAY AND EASEMENT MAP – Including parcels numbers
- EXISTING UTILITY MAP – Including collected Level A-D SUE data.
- TYPICAL SECTIONS – Including existing and proposed typical sections showing pavement (roadway, sidewalk, curb), ROW, lane widths (with direction arrows), and retaining walls
- REMOVAL PLAN – Including removal of above and below ground features necessary for the construction of the project improvements.
- EROSION CONTROL PLAN – Including the layout of erosion control measures and notes.
- EROSION CONTROL DETAILS
- CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION – Including description of the suggested construction phasing and typical sections. The construction phasing narrative includes expectation and restrictions of the construction during the multi-phase project.
- TRAFFIC CONTROL DETAILS – Including applicable CITY and TxDOT traffic control details. Assumes that the Contractor will prepare and implement a traffic control plan in accordance with the Texas Manual on Uniform Traffic Control Devices.

ROADWAY DESIGN

- ROADWAY PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- SIDESTREET PLAN AND PROFILE - Including plan and profile sheets showing existing and proposed horizontal and vertical roadway alignments, right-of-way/easements, sidewalks, driveways, lane dimensions, drainage structures, and City and franchise-owned utilities.
- DRIVEWAY PROFILE - Including profile of existing top of ground line, proposed top of roadway elevation (profile grade line) at driveway centerline.
- ROADWAY DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - ROADWAY DETAILS

DRAINAGE DESIGN

- OVERALL DRAINAGE AREA MAP - Including delineate the watershed based on contour data and field verification and document existing street, right-of-way and storm drain capacities for the subject site. A drainage area map will be drawn at maximum 1" = 200' scale from available 1-foot contour data with the contours labeled. Data source and year will be provided by FNI.
- DETAILED DRAINAGE AREA MAP - Including view (1" = 30' scale) of proposed drainage improvements and watershed delineation lines within the existing and proposed right-of-way.
- INLET AND STORM DRAIN CALCULATIONS - Including calculations regarding street and right-of-way capacities and design discharges at selected critical locations will be provided. All calculations shall conform to CITY criteria. All locations in the project area where 100-year runoff exceeds available storm drain and right-of-way capacities shall be clearly identified.
- DRAINAGE KEY MAP
- STORM DRAIN PLAN AND PROFILE - Including location and size of all inlets, manholes, junction boxes, piping to include storm drain profiles showing existing and proposed flow lines,

HGL, lengths and slopes of pipe, top of ground profile over pipe and connections to existing or proposed storm sewer systems.

- STORM DRAIN LATERAL PROFILE - Including profile view of existing and proposed top of ground lines, proposed inlet, and proposed pipe.
- DRAINAGE DETAILS – Including necessary non-City of Burleson standard details.
- CITY OF BURLESON - DRAINAGE DETAILS

UTILITY DESIGN

- MINOR UTILITY ADJUSTMENT PLAN – Including plan sheets for the minor adjustment (for example, adjustment of valve or manhole to proposed finished grade) of existing water and sanitary sewer utilities within the project area.
- CITY OF BURLESON AND CITY OF FORT WORTH – UTILITY DETAILS

ILLUMINATION DESIGN

- ILLUMINATION PLAN – Including recommended location of roadway light fixture, ground boxes, conduit, and electrical service pedestal/meter. Oncor Electric will review and approve the design. If necessary, existing utility poles will be used to install roadway light fixtures on.
- ONCOR ELECTRIC – ILLUMINATION DETAILS

SIGNING AND PAVEMENT DESIGN

- SIGNING AND PAVEMENT MARKING PLAN – Including pavement markings, traffic buttons, and traffic signage (CITY and TMUTCD compliant) for the roadway improvements.
- CITY OF BURLESON – SIGNING AND PAVEMENT MARKING DETAILS

LANDSCAPE DESIGN

- LANDSCAPE PLAN – Including proposed locations of topsoil, sod, and hydromulch in relation to the proposed improvements.

CROSS SECTION DESIGN

- CROSS SECTIONS – Including centerline station at a 50' interval, existing top of ground line, proposed roadway section, and easement and right-of-way limits.

Specifications Manual

- FNI will prepare a specifications manual based on the 60% design.

Opinion of Probable Construction Cost

- FNI will prepare Opinion of Probable Construction Cost based on the 60% design.

Quality Assurance / Quality Control

- FNI will conduct a review of the design plans, OPCC, and specifications manual prior to submitting the 60% documents to the CITY the 60% plans.

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 60% design.

ASSUMPTIONS

- FNI will provide CITY with up to four (4) copies of half size (11"x17") plans, one (1) electronic PDF file of the specifications manual, and one (1) electronic PDF file of the opinion of probable construction cost, and PDF copy of the above items.
- FNI will not proceed with Final Design activities without written approval by the CITY of the Preliminary Design Package.

DELIVERABLES

- A. Preliminary (60%) Design Package, including plans, specifications, OPCC.

TASK 3. FINAL (90% AND 100%) DESIGN

Final (90% and 100%) Design will be submitted to CITY per the approved Project Schedule.

FNI will provide Final Design services to the CITY by finalizing the design drawings submitted during the Preliminary Design phase.

Specifications Manual

- FNI will prepare a specifications manual based on the 90% design.

Opinion of Probable Construction Cost

- FNI will prepare Opinion of Probable Construction Cost based on 90% plans

Plan Review Process

- Attend one (1) design review meeting after the submittal of the 90% design.

Following the 90% design review meeting with the CITY, FNI will submit Final (100%) Design plans, specifications, and OPCC to the CITY per the approved Project Schedule. Each plan sheet will be stamped, dated, and signed by the engineer registered in the State of Texas.

ASSUMPTIONS

- For projects that disturb an area greater than one (1) acre, the contractor will be responsible for preparing and submitting the Storm Water Pollution Prevention Plan (SWPPP) with appropriate regulatory agencies. FNI will prepare the erosion control plans which will be incorporated into the SWPPP by the Contractor.
- 90% design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 90% estimate of probable construction cost, and PDF copy of the above items.
- Final design package will consist of four (4) copies of half size (11"x17") drawings, four (4) copy of full size (22"x34") drawings, one (1) copy of the project specifications, one (1) copy of the 100% estimate of probable construction cost, and PDF copy of the above items. In addition, electronic drawing base files (.dwg) will be provided to the CITY.

DELIVERABLES

- A. Final (90%) Design Package, including plans, specifications, OPCC.

- B. Final (100%) Design Package, including plans, specifications, OPCC.

TASK 4. BID AND CONSTRUCTION PHASE

During the bid phase of the Project, FNI will:

- CITY will notify construction news publications and publishing appropriate legal notice by distributing a Notice to Bidders. The cost for publications will be paid by CITY. FNI will attend one (1) pre-bid meeting.
- Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
- FNI will provide a recommend award letter to the CITY.
- Furnish CITY with up to six (6) half-size (11"x17") sets of the issued for construction drawings.

Upon completion of the bid phase, FNI will proceed with the performance of construction phase as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor(s) or any Subcontractor. FNI will not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.

During the construction phase of the Project, FNI will:

- Attend one (1) pre-construction meeting to discuss the project schedule for construction.
- Attend up to five (5) visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. In this effort FNI will endeavor to protect the CITY against defects and deficiencies in the work of Contractor and will report any observed deficiencies to the CITY.
- Review up to ten (10) Contractor shop drawings and other project related submittals. Notify the Contractor of non-conforming work observed during site visits. Review quality related documents provided by the Contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents.
- Revise the construction drawings in accordance with the information furnished by Contractor reflecting changes in the project made during construction. One (1) set of prints of "Record Drawings" and electronic files will be provided by FNI to the CITY.
- Interpret the drawings and specifications for the CITY and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.

TASK 5. TOPOGRAPHIC SURVEY

FNI will provide topographic survey support as follows:

- Survey and prepare a topographic survey map that will establish the control line, centerline, and references for control points, benchmarks, and cross-sections. The survey will also include utility features found in the field marked by Texas 811 and will show public utility lines per as-built drawings provided by the CITY. The survey will be provided with an electronic copy for use in design. The survey will include location and identification of all above ground features within the survey limits including buildings, fences, utilities, drainage structures, sidewalk, driveways, handicap ramps, guardrails, signs, etc. The outside limits of dense tree and vegetation growth will be identified. Trees six inches and larger in diameter will be surveyed and common name will be identified.
- Research the existing right-of-way / easement property boundaries and field locating within the project area.
- The topographic survey will be conducted up to 120 feet in width along the roadway alignment (2,200 feet in length).
- Survey Control and Materials:
 - 5/8" iron rods with cap and/or mag nails will be used as control material.
 - Horizontal and vertical control points will be set at 500' interval within the project area. Where possible, control monumentation will be located sufficiently away from the project limits so as not be disturbed by construction activities.
 - All established main horizontal and vertical control along the pertinent calculations will be furnished in electronic (MS Word Document) format.
- Temporary Right of Entry - Prior to entering property for field survey, the CITY will prepare, mail and obtain Temporary Right of Entry from landowners after a date range for field survey has been provided by FNI.
- Prepare up to twelve (12) easement survey documents (exhibit and metes and bounds description).
- Prepare up to two (2) right-of-way survey documents (exhibit and metes and bounds description).

ASSUMPTIONS

- The topographic and boundary survey data previously collected by the CITY will be incorporated into the collected topographic survey by FNI.
- Construction staking will be conducted by the Project Contractor, not by FNI.
- CITY will prepare, mail, and obtain temporary right of entry from necessary landowners five (5) working days prior to the FNI conducting the field survey.
- CITY will provide all services associated with meetings with property owners and acquisition of the easements.

DELIVERABLES

- A. Digital topographic survey file in CAD format, ASCII point file, and field notes and sketches.

TASK 6. SUBSURFACE UTILITY ENGINEERING

FNI will perform the Level A-D Subsurface Utility Engineering (SUE) work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

- Quality Level D (QL"D") – Information derived from existing utility records;
- Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL"A") – Three dimensional (x,y,z) utility information obtained utilizing non-destructive vacuum excavation equipment to expose utilities at critical points which are then tied down by surveying. Also known as "locating", this quality level provides precise horizontal and vertical positioning of utilities within approximately 0.05 feet.

Utilities to be designated include gas, telecommunications, electric, traffic signals, storm, water and sanitary sewer.

FNI will designate the known subsurface utilities within the project limits utilizing geophysical equipment (electromagnetic induction, magnetic) to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable).

FNI will provide appropriate traffic control measures (barricades and signs).

FNI will utilize non-destructive vacuum excavation equipment to excavate test holes at the required locations. Due to the risk of damage, FNI will not attempt to probe or excavate test holes on any AC water lines unless approval is obtained from the CITY in advance. FNI will record the utility type, size, material, depth to top, and general direction. Each test hole will be assigned a unique ID number and will be marked with a nail/disk. The test-hole ID number and other pertinent utility information will be painted at each test-hole location.

FNI will provide up to ten (10) test holes (estimated to be between 8 and 12 feet in depth) Subsurface Utility Engineering (SUE) to Quality Level A, as described below:

- Expose and locate utilities at specific locations.
- Tie horizontal and vertical location of utility to survey control.
- Provide utility size and configuration.

FNI will provide a utility file, in AutoCAD format, depicting the type and horizontal location of the designated utilities and a summary sheet of the test hole coordinate data and depth information. The size of each utility will be presented in the utility file if this information is indicated on available record drawings will also provide.

TASK 7. TDLR / TAS PLAN REVIEW AND INSPECTION

FNI will provide Texas Department of Licensing and Regulation (TDLR) permitting support for the CITY, as follows:

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- FNI is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from TDLR or a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests.
- All costs associated with TDLR plan review and inspections are to be paid by FNI during the course of the project.

ASSUMPTIONS

- TDLR permit preparation will begin after approval of the Final Design.

DELIVERABLES

- A. Copies of Permit Applications
- B. Copies of Approved Permits

TASK 8. UTILITY COORDINATION

FNI will provide utility coordination support for the CITY, as follows:

- FNI will prepare and conduct up to six (6) utility coordination meetings with utility owners.
- FNI will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs. Where conflicts cannot be avoided, coordination of utility conflicts will be completed by FNI with assistance from the CITY.
- In the case of a public utility conflict, FNI will design CITY facilities to avoid or minimize conflicts with existing utilities (owned by both City of Fort Worth and City of Burleson). FNI will provide design for minor vertical adjustments to existing City of Fort Worth water lines as necessary.
- In the case of a private utility conflict, the FNI will provide a PDF set of plans with the utility conflicts highlighted and a utility conflicts table of those conflicts. If necessary, FNI will coordinate directly with the private utility provider if that provider needs to undertake design to adjust their utility's location.
- During Preliminary Design and Final Design, FNI will provide the plans and table showing the utility conflicts to the utility companies which have facilities within the limits of the project.
- As available, the CITY will attend the coordination meetings and assist in the coordination process.

TASK 9. FAA COORDINATION

FNI will provide Federal Aviation Administration (FAA) coordination support for the CITY, as follows:

- FNI to prepare and conduct up to two (2) coordination meeting with FAA staff.
- FNI to prepare and submit FAA Form 7460-1 “Notice of Proposed Construction or Alteration” to the FAA to allow for construction activity to commence in the proximity of airport property.

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above-described basic services, are described as follows:

- A. Land acquisition services.
- B. Construction materials testing.
- C. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- D. Water and sanitary sewer design other than adjustment of surface appurtenances.
- E. Design of pedestrian bridge.
- F. Providing renderings, model, and mock-ups requested by the CITY.
- G. Assisting CITY in claims disputes with Contractor(s).
- H. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, will be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- I. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- M. GIS mapping services or assistance with these services.
- N. Site visits and meetings in excess of the number of trips included in the scope of services.
- O. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CITY.
- P. Quality Level "A, B, C, D" subsurface utility engineering outside of the quantity outlined in the scope of services.
- Q. Public Involvement and Public Meeting Facility Rental.
- R. Environmental Permitting Memorandum (Information from Previous Project to be Used).
- S. Geotechnical Investigation and Pavement Design Memorandum (Information from Previous Project to be Used).
- T. Floodplain Services (CLOMR and/or LORM).

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule (Attachment B).

If FNI's services are delayed through no fault of FNI, FNI will be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

RESPONSIBILITIES OF OWNER: OWNER will perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person will have contract authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data (design plans, drainage studies, surveys, property information, utility locations, CADD files) relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- F. The CITY will attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Furnish, or direct FNI to provide, Additional Services.
- I. Bear all costs incident to compliance with the requirements of the Responsibilities of Owner section.

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Tiana Jackson, P.E., CFM, Project Manager – Public Works Department, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9619; e-mail: tjackson@burlesontx.com

FNI's Project Manager – Todd Buckingham, P.E., 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7517; Fax (817) 735-7491; e-mail: todd.buckingham@freese.com

FNI's Accounting Representative – Erin Westbrook, 801 Cherry St Suite 2800, Fort Worth, Texas 76102; Phone (817) 735-7395; Fax (817) 735-7491; email: erin.westbrook@freese.com



SPINKS
AIRPORT

ALSBURY
BOULEVARD

ROADWAY, DRAINAGE,
ILLUMINATION, PAVEMENT
MARKING, AND SIGNAGE
IMPROVEMENTS

MCCALL STREET

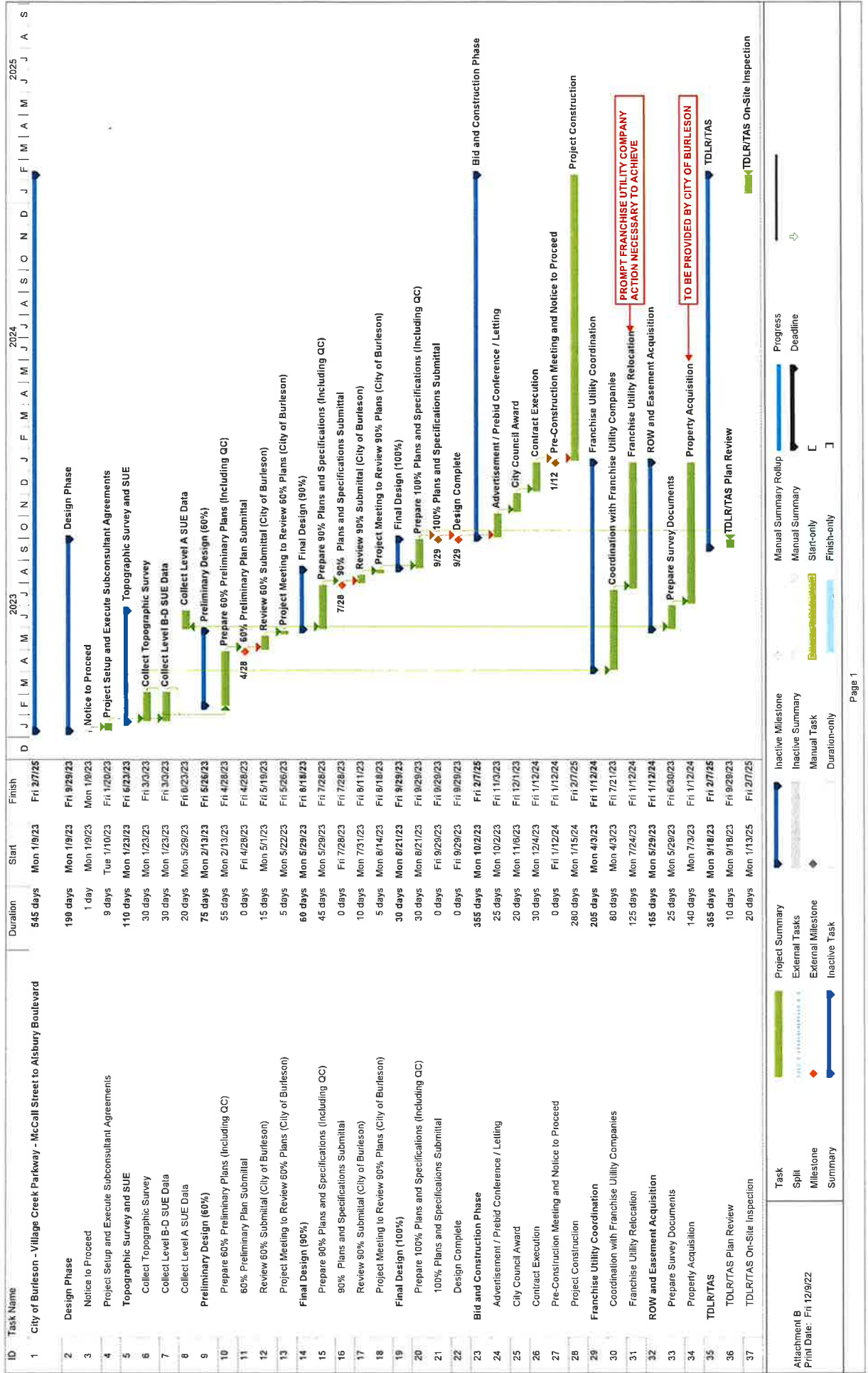
VILLAGE CREEK
PARKWAY

ABNER LEE DRIVE

2000 ft

ATTACHMENT A

CITY OF BURLESON - VILLAGE
CREEK PARKWAY
M MCCALL STREET TO
ALSBURY BOULEVARD



Project Fee Summary		
Basic Services	300,595	
Special Services		
Total Project	300,595	

Project Fee Summary		
Basic Services	300,595	
Special Services		
Total Project	300,595	

Phase	Task	Activity	Basic or Special	Task Description	Task	Hours	Material	Mark	Cost	Engineer	Subcontractor	Yellow Rose Mapping - SUE	Yellow Rose Mapping - SUE	Total
				TASK 1 - PROJECT MANAGEMENT										
			Basic	Initial Project Kickoff Meeting		16								16
			Basic	Design Team Meeting		16								16
			Basic	External Coordination Meeting (Up to 6)		31								31
			Basic	Internal Coordination Meeting (Up to 6)		42								42
			Basic	Monthly Progress and Status Reports (Up to 20)		20								20
			Basic	Site Visits (Up to 3)		18								18
			Basic	Constant Supervision (Review Meeting with City (Up to 3))		24								24
			Basic	TASK 2 - PRELIMINARY (80% DESIGN)										
			Basic	GENERAL DESIGN										
			Basic	GENERAL NOTES		5								5
			Basic	INDEX OF SHEETS		5								5
			Basic	GENERAL NOTES		9								9
			Basic	SURVEY CONTROL AND PROJECT LAYOUT		13								13
			Basic	ALIGNMENT DATA		13								13
			Basic	RIGHT-OF-WAY AND EASEMENT MAP		17								17
			Basic	EXISTING UTILITIES MAP		17								17
			Basic	TYPICAL SECTIONS		16								16
			Basic	REMOVAL PLAN		18								18
			Basic	EROSION CONTROL PLAN		13								13
			Basic	EROSION CONTROL DETAILS		13								13
			Basic	CONSTRUCTION PHASING NARRATIVE AND TYPICAL SECTION		14								14
			Basic	CONSTRUCTION DETAILS		11								11
			Basic	ROADWAY DESIGN		7								7
			Basic	ROADWAY KEY MAP		65								65
			Basic	ROADWAY PLAN AND PROFILE		28								28
			Basic	STREET PLAN AND PROFILE		14								14
			Basic	DRIVEWAY PROFILE		14								14
			Basic	STORM DRAIN LATERAL PROFILE		8								8
			Basic	STORM DRAIN LATERAL PROFILE		30								30
			Basic	DRAINAGE DETAILS		9								9
			Basic	CITY OF BURLINGTON - DRAINAGE DETAILS		33								33
			Basic	UTILITY UTILITY ADJUSTMENT PLAN		10								10
			Basic	CITY OF BURLINGTON AND CITY OF FORT WORTH - UTILITY DETAILS		10								10
			Basic	ILLUMINATION DESIGN		22								22
			Basic	ON-COR ELECTRIC - ILLUMINATION DETAILS		10								10
			Basic	ON-COR ELECTRIC - ILLUMINATION DETAILS		17								17
			Basic	ROADWAY AND PAVEMENT MARKING PLAN		9								9
			Basic	CITY OF BURLINGTON - PAVEMENT MARKING DETAILS		9								9
			Basic	LANDSCAPE DESIGN		21								21
			Basic	LANDSCAPE PLAN		44								44
			Basic	CROSS SECTION DESIGN		18								18
			Basic	CROSS SECTIONS		18								18
			Basic	SPECIFICATIONS		46								46
			Basic	DELIVERABLES		4								4
			Basic	TASK 3 - FINAL (10% AND 100% DESIGN)										
			Basic	100% DESIGN		20								20
			Basic	Progress, Update, Review Design Plans from Previous Submittal		68								68
			Basic	GENERAL DESIGN		68								68
			Basic	ROADWAY DESIGN		68								68
			Basic	DRAINAGE DESIGN		18								18
			Basic	ILLUMINATION DESIGN		18								18
			Basic	LANDSCAPE DESIGN		15								15
			Basic	LANDSCAPE DESIGN		15								15
			Basic	CROSS SECTION DESIGN		28								28
			Basic	CROSS SECTION DESIGN		14								14
			Basic	SPECIFICATIONS		42								42
			Basic	DELIVERABLES		4								4
			Basic	CONSTRUCTIONABILITY REVIEW		30								30
			Basic	DELIVERABLES		4								4
			Basic	100% DESIGN										
			Basic	100% DESIGN		22								22
			Basic	GENERAL DESIGN		48								48
			Basic	ROADWAY DESIGN		48								48
			Basic	DRAINAGE DESIGN		18								18
			Basic	ILLUMINATION DESIGN		18								18
			Basic	LANDSCAPE DESIGN		13								13
			Basic	LANDSCAPE DESIGN		13								13
			Basic	CROSS SECTION DESIGN		20								20
			Basic	CROSS SECTION DESIGN		14								14
			Basic	SPECIFICATIONS		15								15
			Basic	DELIVERABLES		4								4

Project Fee Summary	
Basic Services	340,593
Special Services	-
Total Project	340,593

Project Fee Summary	
Basic Services	380,595
Special Services	-
Total Project	380,595

City of Burlington
Village Creek Parkway (from McCall Street to Albion Boulevard)
12/9/2022
Detailed Cost Breakdown

Phase / Task		Activity	Basic or Special	Tasks										Expenses				Subcontractors		Total	
		Task Description		Tech Charge	Mats	Mish	Hold	BAW (Sheet)	Collar (Sheet)	(Boring) (Each)	Lg Avail - Bored - BAW (see 11)	Total Expense Effort	With Base Mapping	K&K Associates	Village House Mapping - SUE	Total Sub Effort	Total Effort				
		TASK 4. BID AND CONSTRUCTION PHASE	Basic										1	-	-	-	1	-			
		ATTENDING MEETING (1)	Basic	4									1	-	-	-	1	-			
		RESPONSE TO CONTRACTOR'S REQUESTS FOR SUBMITTALS	Basic	4									1	-	-	-	1	-			
		ATTENDING MEETING (1)	Basic	40					190		10	640	1,238	-	-	-	5,537	-			
		ATTENDING MEETING (1)	Basic	40									1	-	-	-	969	-			
		SITE VISITS (6)	Basic	44	250							116	-	-	-	-	8,835	-			
		REVIEW AND SUBMIT RECORD DRAWINGS	Basic	30									1	-	-	-	2,635	-			
		PREPARE AND SUBMIT RECORD DRAWINGS	Basic	40									1	-	-	-	4,973	-			
		TASK 5. TOPOGRAPHIC SURVEYING	Basic											23,275	-	-	-	25,033	-		
		TOPOGRAPHIC AND BOUNDARY SURVEYING	Basic											10,850	-	-	-	11,850	-		
		EXCELLENT DOCUMENTS (UP TO 12)	Basic										2,600	-	-	-	2,600	-			
		ROW DOCUMENTS (UP TO 2)	Basic										1	-	-	-	1	-			
		TASK 6. SUBSURFACE UTILITY ENGINEERING	Basic											1	-	-	1	-			
		LEVEL 8-D SUE	Basic											1	-	-	1	-			
		LEVEL 8-D SUE (UP TO 15)	Basic											1	-	-	1	-			
		TASK 7. TOPOGRAPHIC PLAN REVIEW AND INSPECTION	Basic											1	-	-	1	-			
		TDOT PLAN REVIEW AND INSPECTION	Basic	4	50									21	-	-	2,750	-			
		TASK 8. UTILITY COORDINATION	Basic											1	-	-	1	-			
		Conduct Coordination Meeting with Utility Owners (Up to 6)	Basic	60										1	-	-	1	-			
		Propose Utility Conflict Table and Exhibit	Basic	60										1	-	-	1	-			
		TASK 9. FAA COORDINATION	Basic										1	-	-	-	1	-			
		Conduct Coordination Meeting with FAA (Up to 3)	Basic	18									1	-	-	-	1	-			
		Propose and Submit FAA Form 7460	Basic	28									1	-	-	-	1	-			
		TOTAL HOURS / QUANTITY	1,864	650	-	-	-	3,050	28	4,845	-	1,874	-	36,871	37,740	2,560	1	84,233	380,695		

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Eighty Thousand Five Hundred Ninety Five Dollars (\$380,595).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	83	147
Professional 2	109	171
Professional 3	105	239
Professional 4	165	249
Professional 5	196	350
Professional 6	212	414
Construction Manager 1	104	135
Construction Manager 2	90	172
Construction Manager 3	132	163
Construction Manager 4	155	212
Construction Manager 5	192	267
Construction Manager 6	236	300
Construction Representative 1	84	86
Construction Representative 2	87	94
Construction Representative 3	99	159
Construction Representative 4	114	182
CAD Technician/Designer 1	69	144
CAD Technician/Designer 2	112	167
CAD Technician/Designer 3	146	213
Corporate Project Support 1	57	117
Corporate Project Support 2	75	186
Corporate Project Support 3	118	278
Intern / Coop	49	84

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates				
		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
	Mounting (per sq. ft.)	\$2.00		Ultrasonic Thickness Gauge (per day) \$275
	Binding (per binding)	\$0.25		Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

350062022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2024-1126974

Date Filed:
02/22/2024

Date Acknowledged:

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

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.

CSO #4086-01-2023 Amendment
Village Creek Parkway (from McCall Street to Alsbury Boulevard)

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is Pam Fordtran, and my date of birth is _____.

My address is 800 N. Shoreline, Suite 1600N, Corpus Christi, TX, 78401, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 22nd day of February, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Community Services

FROM: DeAnna Phillips, Director of Community Services

MEETING: March 18, 2024

SUBJECT:

Consider approval of a resolution authorizing street closures associated with OpenDoor Church's Easter event. (*Staff Contact: DeAnna Phillips, Director of Community Services*)

SUMMARY:

OpenDoor Church is requesting street closures associated with their Easter event that is scheduled for Saturday, March 23, 2024 from 10 a.m. - 3 p.m.

Street Closures include:

- E. Miller Street from S. Clark Street 216 E. Miller Street
- S. Clark Street
- Rigney Way from S. Clark Street to the end of church parking lot

Closure Map is below



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

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

OPTIONS:

- 1) Example: Approve as presented
- 2) Example: Approve with changes
- 3) Example: Deny

RECOMMENDATION:

N/A

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

The special event committee comprised of city staff from all applicable city departments have reviewed the application.

FISCAL IMPACT:

N/A

STAFF CONTACT:

DeAnna Phillips
Director of Community Services
dphillips@burlesontx.com
817-426-9622



OpenDoor Church Easter Event Street Closure Request

Presented to City Council March 18, 2024

Easter Event

Date and Time

- Saturday, March 23, 2024
- Street closures will be from 10 a.m. – 3 p.m.

Background

- The event is managed by OpenDoor Church.
- Annual event, open to the community.
- Easter style community celebration with bounce houses, games and an egg hunt.



Special Event Ordinance

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

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

Request

Street Closures

- S. Clark Street from the E. Miller intersection
- Rigney Way from S. Clark Street to the end of church parking lot



Options

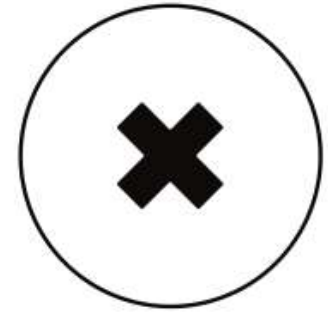
Consider approval of a resolution approving street closures for OpenDoor Church's Easter event.



Approve as presented



Approve with changes



Deny

Questions / Comments

Staff Contact: DeAnna Phillips
Director of Community Services
817-426-9662
dphillips@burlesontx.com

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING CITY OF BURLESON STREET CLOSURES ASSOCIATED WITH OPENDOOR CHURCH EASTER EVENT.

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 Easter event must be approved by the Burleson City Council due to closing or impacting a public street, sidewalk, or trail; impacting or hindering the regular flow of traffic; and

WHEREAS, the event organizer, OpenDoor Church, requests certain streets in the city limits be closed at certain times for an Easter event; 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 Easter event 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:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A:

Street closures necessary for OpenDoor Church's Easter event on Saturday, March 23, 2024.

Street Closures

The closure time is from 10 a.m. - 3 p.m. on Saturday, March 23, 2024.

- E. Miller Street from S. Clark Street to 216 E. Miller Street
- S. Clark Street from E. Miller Street to Rigney Way
- Rigney Way from S. Clark Street to the end of church parking lot



Print

Public Events Permit Application - Revised 2022 - Submission #95393

Date Submitted: 2/7/2024

Fees

Public Event Permit Fee: \$250

Tent Permit: \$100

Carnival/Circus Permit: \$50

Pyrotechnic Display: \$150 per display per day

Event Name

Please select the type of event you are proposing?

- ☐ Parade
- ☐ Bike Race
- ☐ Marathon
- ☐ Fun Run
- ☐ Parking Lot Party
- ☐ Concert
- ☐ Carnival
- ☒ Festival
- ☐ Other

If other, please explain the type of event you are proposing

Please select all that applies to your proposed event

- ☒ Closing or impacting a public street, sidewalk, or trail
- ☒ Impacting or hindering the regular flow of traffic
- ☐ Blocking or restricting city-owned property
- ☐ Sale or distribution of merchandise, food, or beverages on city-owned property
- ☐ Erection of a tent equal to or greater than four hundred (400) square feet in area
- ☒ Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers
- ☐ Placement of portable toilets on city-owned property
- ☒ Have an impact on public safety

If your event WILL NOT have an impact on public safety please explain why you feel that way*

Security Onsite to access and direct public safety vehicle response

If the answer is YES to any of the below requests the application must be approved by city council and must be submitted at least 90 days before the event is to begin.

Any marketing published before the event is approved by city council is at the risk of the event organizer.

Will street closures be required?*

☒ Yes ☐ No

If yes, please provide details:

██████████/Clark and Scott/Rigney Way

Are you requesting the city to waive fees associated with police services?*

☒ Yes ☐ No

If yes, please provide number of officers and hours requested:

1 Officer for 6 hours

Are you requesting the city to waive fees associated with fire services? *

☐ Yes ☒ No

If yes, please provide number of fire personnel and hours requested:

Are you requesting the city to waive fees associated with the rental of city facilities? *

☐ Yes ☒ No

If yes, please provide the facility and hours requested:

Are you requesting the city to waive the \$250 special event fee?

☐ Yes

☒ No

If yes, please provide an explanation

If the answer is yes to any of the above questions, is this submittal at least 90 days before the event date?

☐ Yes

☒ No

If the answer to all of the questions is no, is this submittal at least 60 days before the event date?

☐ Yes

☒ No

First Name*

Craig

Last Name*

Champion

Address1*

301 S Dobson St

City*

Burleson

State*

TX

Zip*

76028

Email:*

security@opendoorexperience.com

Phone:*

817-308-1379

First Name

Opendoor

Last Name

Church

Address1

301 S Dobson St

City

Burleson

State

TX

Zip

76028

Email:

Phone:

Proposed location and description of property where Public Event will be held:*

Opendoor Church main parking lot and front entry area. Events will be setup in our parking lot and entry properties. We need the roads closed that travel around and through the church areas

Site Plan Information

You cannot submit an application online without attaching a site plan. A site plan does not have to be professionally drawn. A hand drawn exhibit is acceptable. Google Earth is a great resource for this requirement.

Submit a site plan showing the area where the Public Event is to be held, including the following:

- 1. The location of parking areas available for patrons under the operator's control;
- 2. Location of proposed additional parking;
- 3. Location of entrance, exit, and interior roadways and walk;
- 4. Street closures proposed;
- 5. Structural elements proposed (bounce houses, booths, etc.);
- 6. Location of all first aid stations and emergency medical resources;
- 7. Location, type, and provider of restroom facilities;
- 8. Location and description of water stations;
- 9. Location and number of food stands, and the types of food to be served if known;
- 10. Location, number, type, and provider of solid waste containers;
- 11. Location of any tents;
- 12. Location of operator's headquarters at the gathering;
- 13. A plan to provide lighting adequate to ensure the comfort and safety of attendees and staff, if event is being held in non-daylight hours;
- 14. If loudspeakers are to be used, the location and orientation of those speakers shall be shown.

Upload Site Plan*

SparkinParkmap.jpeg

Please ensure nothing is blocking the street so that an emergency response vehicle may get to the area in the event of an emergency.

First Name

Last Name

Address1

301 S Dobson St

City

Burleson

State

TX

Zip

76028

Phone:

Upload Agreement

No file chosen

Submit a certified copy of the agreement between the promoter and the property owner.

Type and purpose of event:*

Easter style community celebration with Bounce Houses, Games, and an Egg Hunt

Estimated number of attendees:*

500

Start Date/Start Time:*

3/23/2024

10:00 AM

End Date/End Time:*

3/23/2024

03:00 PM

Will there be entertainment?*

☐ Yes

☒ No

If yes, please provide details:

Will amusement rides be present?*

☐ Yes

☒ No

If yes, please provide details, including name and address of company:

Will alcohol be served?*

☐ Yes

☒ No

If yes, please provide type of alcohol (beer, wine, mixed beverages)

Will there be food service?*

☐ Yes

☒ No

How many years has the event taken place?

5

Explain the event purpose

Church activities for members and exposure for new members

Plans for solid waste:*

Dumpsters onsite with roll away trash cans throughout the area

Plans for restroom facilities, including number of restrooms:*

4 restrooms inside the building

Please provide details of plans to control access to event:*

Onsite Uniform Security with a designated access point on Clark Street at the entrance to the Church

Please provide details for event security:*

Uniformed and Armed Licensed Security through Opendoor Church. We will also coordinate an off duty police officer onsite

Please provide details for event first aid/medical:*

Volunteer Medical Team through Opendoor Church consisting of a Family Nurse Practitioner, ER RN, and 2 EMT's who routinely serve on our teams

Please provide details of parking plan:*

Overflow parking will be used at the Nola Dunn Academy with golf carts to transport families.

Name of Insurance Company:

Church Mutual Insurance

Address1

3000 Schuster Lane

City

Merrill

State

WI

Zip

54452

Phone:

214-212-2314

Contact Person:

Amanda Ostrowski

Policy Number:

0364215 25-588357

Upload Insurance Certificate:

Screenshot 2023-11-28 12.39.05 (1).png

E-signature*

By submitting this permit application I agree that all information included is correct to the best of my knowledge. I agree to adhere to all of the rules and regulations laid out in this Public Events Permit. If any changes are made between the time I file this permit and the date of the event I will contact the City concerning those changes and abide by the City’s decision regarding those changes.

☒ Agree

☐ Disagree

Signature

Michael Craig Champion Jr

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony D. McIlwain, Development Services Director

MEETING: March 18, 2024

SUBJECT:

Consider approval of an ordinance making textual amendments to the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to liquor sales. (Final Reading) (*Staff Contact: Tony D. McIlwain, Development Services Director*)

SUMMARY:

City staff previously provided the City Council and Planning and Zoning Commission a briefing on proposed text amendments to the city's Zoning Ordinance in anticipation of a voter referendum that would allow for liquor/package stores. The text amendments would allow package stores by-right in the 'I' Industrial zoning district, and per a specific use permit (SUP) in the 'C' Commercial and 'GR' General Retail zoning districts with certain supplemental standards. At the joint meeting the Planning and Zoning Commission recommend approval unanimously with one textual change related to the minimum square footage of the building (from minimum 7,500 sq. ft. to a minimum of 5,000 sq. ft.). Staff has attached the proposed text amendments as an ordinance for consideration.

RECOMMENDATION:

Approval of the ordinance at the conclusion of its second reading.

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

November 13, 2023: The City Council received a presentation on proposed updates to the Zoning Ordinance.

December 19, 2023: The Planning and Zoning Commission received a presentation on proposed updates to the Zoning Ordinance.

January 8, 2024: The City Council received a presentation on the proposed alcohol-related zoning text amendments in anticipation of a future, successful local option election.

February 5, 2024: The City Council and Planning and Zoning Commission conducted separate meetings and approved resolutions setting a March 4th date for a joint public hearing and prescribed methods of notification.

March 4, 2024: The City Council and Planning and Zoning Commission conducted a joint meeting and public hearing. The Planning and Zoning Commission made a recommendation on the proposed ordinance and City Council recommended approval for the first reading.

REFERENCE:

Insert CSO# if applicable

Insert resolution or ordinance change

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



Alcohol Textual Amendments

City Council

3.18.24

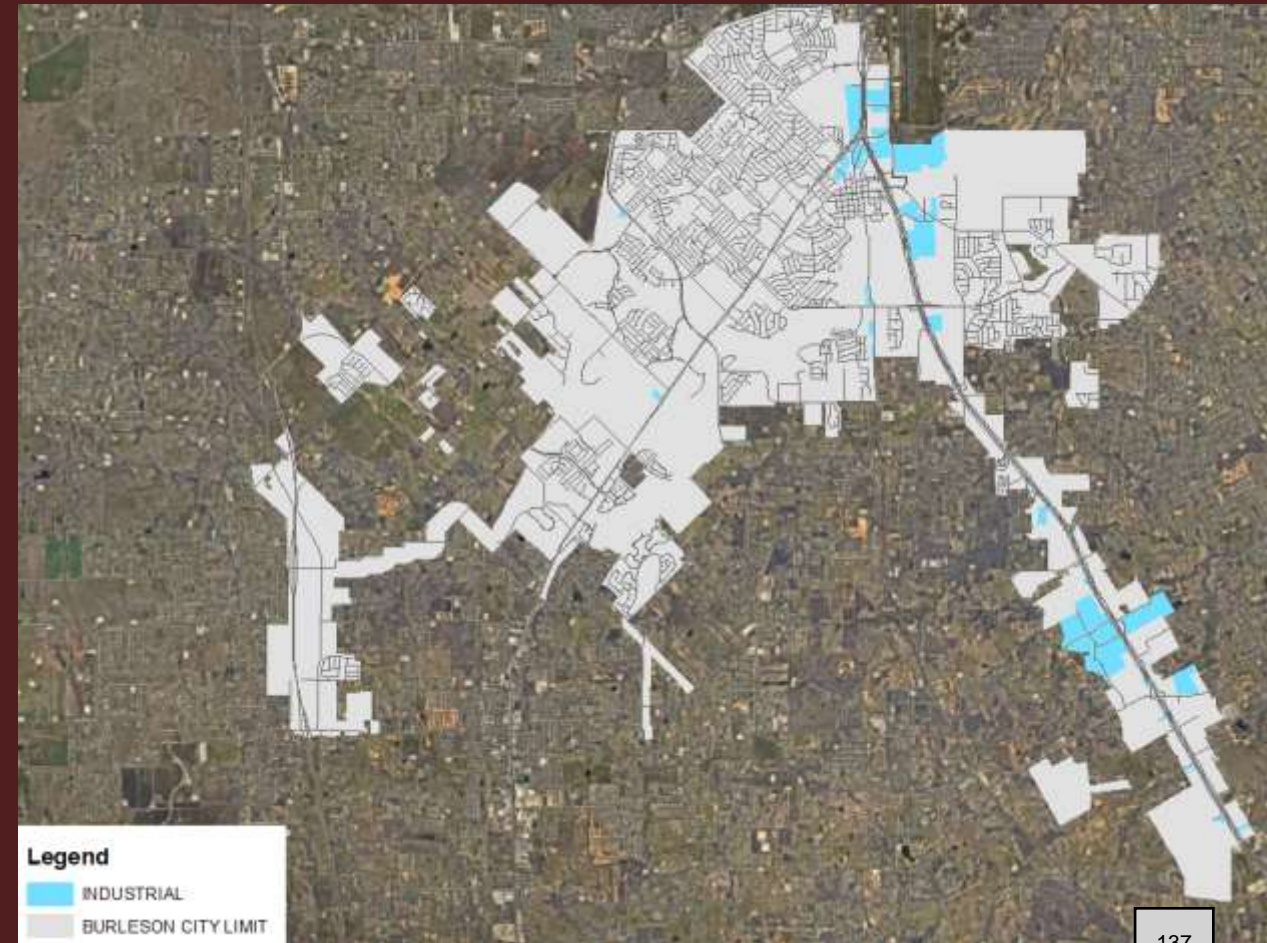


Background (Liquor/Package Stores)

- Current zoning ordinance does not address liquor/package stores therefore they are not an allowed use.
- The City Secretary's office is in receipt of a petition from a resident to gather signatures of support for a local option election in November. If successful, it would allow for the legal sale of all alcoholic beverages for off-premise consumption in Burleson. Staff has created an ordinance containing text amendments for alcohol-related uses (package stores).
- March 4, 2024: The Planning and Zoning Commission made a final report and recommended approval of the text amendments to City Council during the meeting of March 4th.
- March 4, 2024: The City Council approved the first reading of the ordinance following its joint public hearing with the Planning and Zoning Commission.

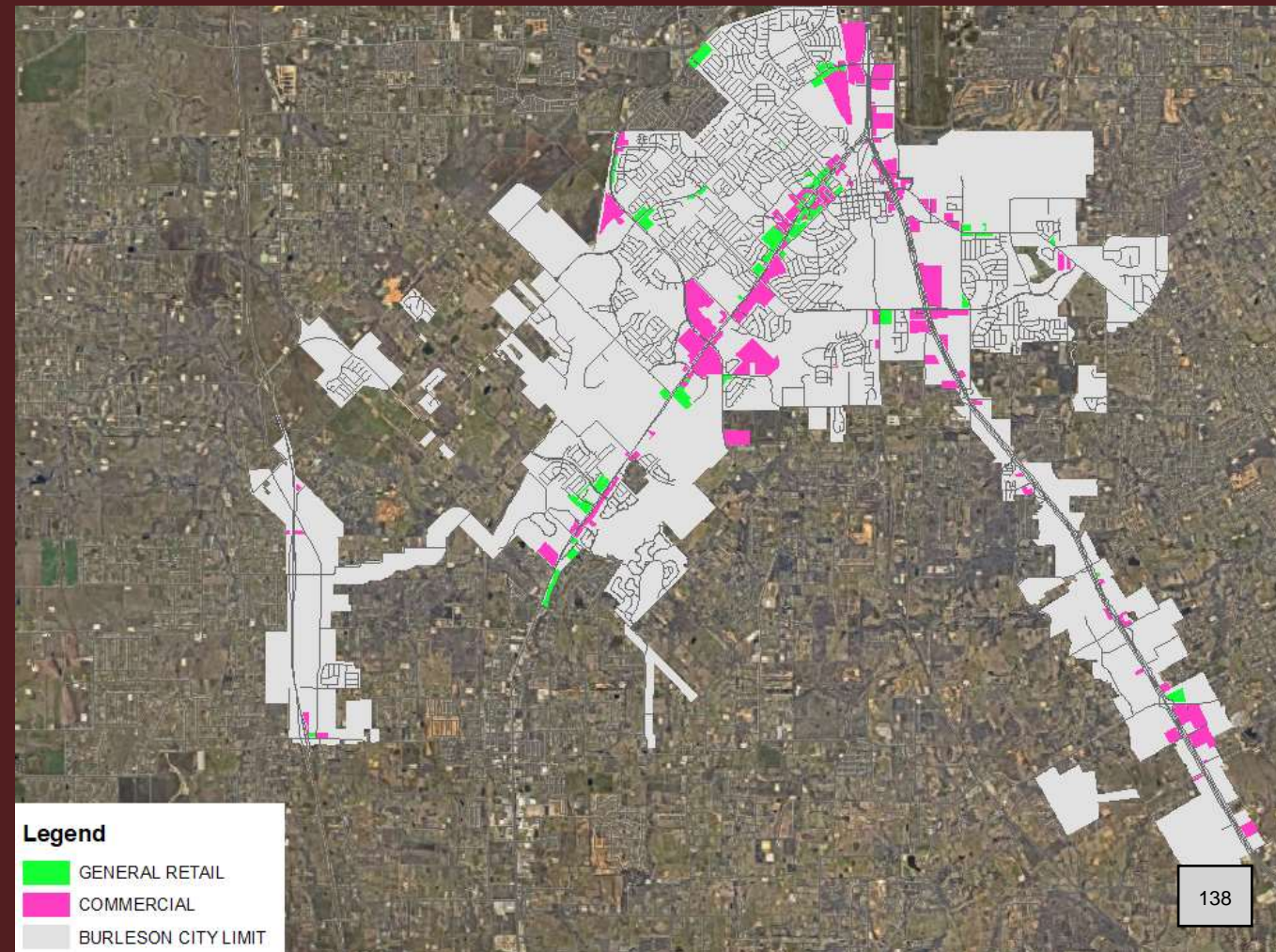
Zoning Districts (Liquor/Package Stores)

- The next several slides detail standards that the Planning staff is proposing:
- The land use would be classified as Liquor/Package Store in three zoning districts:
 - I – Industrial (By Right with Supplemental Standards)



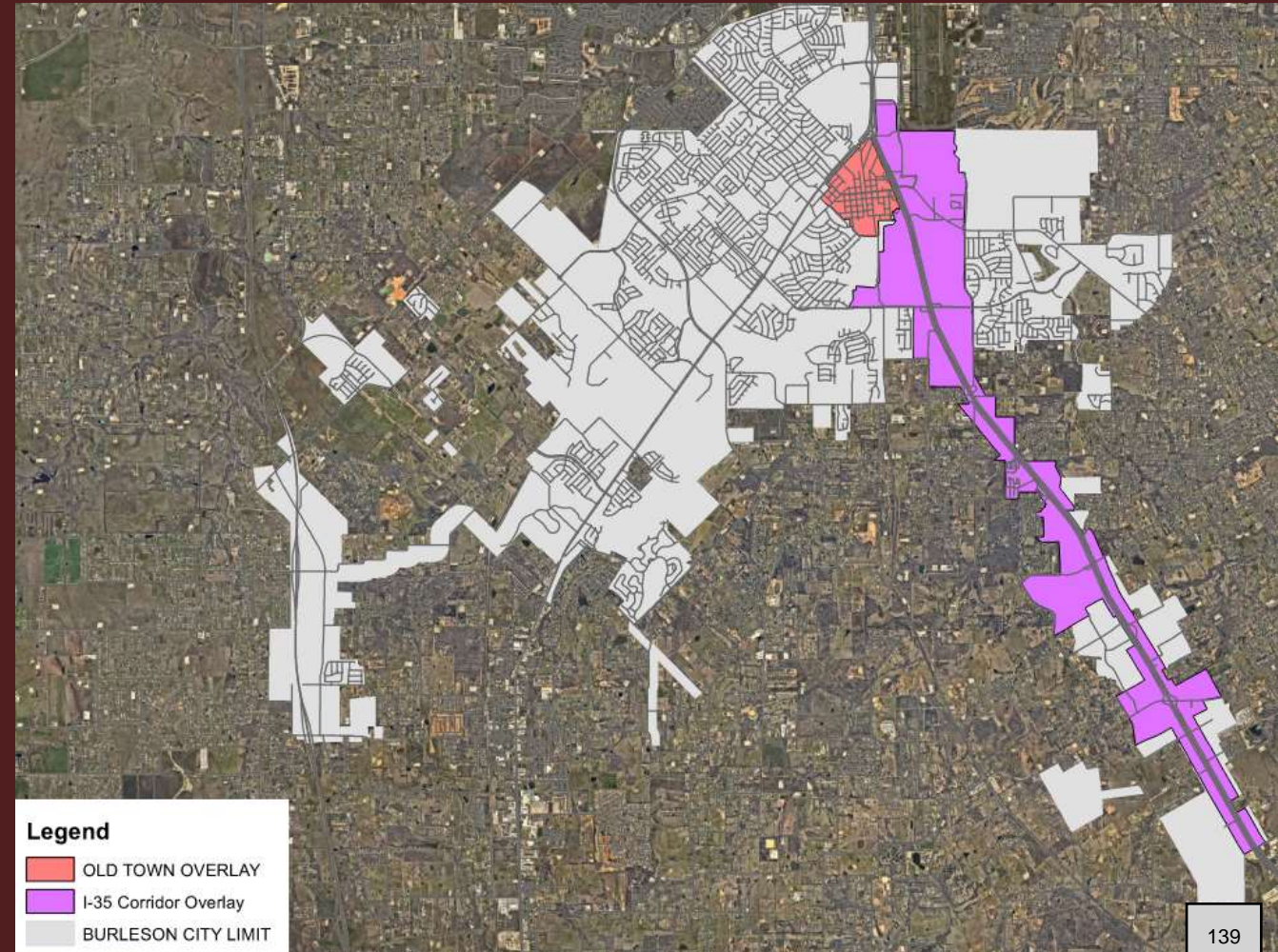
Zoning Districts (Liquor/Package Stores)

- Per Council's previous direction, staff has amended the text to provide Liquor/Package Stores in GR-General Retail and C-Commercial zoning districts per a specific use permit (SUP)



Supplemental Regulations

- Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage.



Supplemental Regulations Continued



- Minimum building size shall be 5,000 sq. ft.

Aarons Rental
809 SW Wilshire
8,800 SF



RIO BRAVO
1940 SW Wilshire
7,300 SF



QUESTCARE
1571 SW
Wilshire 7,600 SF
(All Suites)



Supplemental Regulations Continued

- Per Council's direction, staff has provided text to provide that no liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.



Supplemental Regulations Continued

- A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.



Supplemental Regulations Continued

- The liquor store has an independent entrance for deliveries and customers. “Partitioned” means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.



Supplemental Regulations Continued

- All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.



Supplemental Regulations Continued

- Increased landscaping between front façade and the parkway. Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage.
- NOTE: A variance can be requested from any supplemental standards.



Future Proofing

- This text amendment is meant to only serve as an update to the City's Zoning Ordinance.
- Liquor stores are not allowed unless a local option election passes.
- If a local option election is successful, any proposed establishment would still need to meet any and all applicable TABC regulations.



Staff Recommendation

- Staff recommends approval of the ordinance.

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, AS FOUND IN APPENDIX B – ZONING OF THE CITY OF BURLESON CODE OF ORDINANCES BY AMENDING SECTION 76-110 “SPECIFIC USE PERMIT” ALLOWING LIQUOR STORE USE IN A GR, GENERAL RETAIL DISTRICT WITH A SPECIFIC USE PERMIT WITH SPECIFIC CONDITIONS, BY AMENDING SECTION 78-110 “SPECIFIC USE PERMIT” ALLOWING LIQUOR STORE USE IN A C, COMMERCIAL DISTRICT WITH A SPECIFIC USE PERMIT WITH SPECIFIC CONDITIONS, AND BY AMENDING SECTION 79-105 “PRIMARY USES ALLOWED” ALLOWING LIQUOR STORE USE IN AN I, INDUSTRIAL DISTRICT AS A PRIMARY USE WITH RESTRICTIONS; PROVIDING FOR THE INCORPORATION OF THE RECITALS; FINDING THAT THE MEETING AT WHICH IS THIS ORDINANCE IS APPROVED WAS OPEN TO THE PUBLIC AND PROPERLY NOTICED; PROVIDING A CUMULATIVE CLAUSE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR 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 Local Government Code; and

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (the “Zoning Ordinance”); and

WHEREAS, the City Council desires to amend certain portions of Appendix B, Zoning, Article III, Zoning Districts, Code of Ordinances, City of Burleson, for the purpose of modification of zoning districts and regulations for liquor stores; and

WHEREAS, the City Council deems it necessary in order to lessen congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and encourage the most appropriate use of land throughout the City, that the hereinafter contained provisions of this ordinance should be passed, promulgated and enforced; and

WHEREAS, on February 5, 2024, the City Council adopted Resolution No. 5399-02-2024 pursuant to Section 211.007(d), Texas Local Government Code, and Section 6 of the Zoning

Ordinance providing notice requirements for a joint public hearing to be held on March 4, 2024, with the City Council and the City’s Planning and Zoning Commission regarding the new regulations as herein contained; and

WHEREAS, the City has given the notices prescribed by Resolution No. 5399-02-2024; and

WHEREAS, the joint public hearing was held on March 4, 2024, with respect to amending the text of the Zoning Ordinance regarding liquor sales where all persons were given an opportunity to be heard in the matter; and

WHEREAS, on March 4, 2024, the City Council received a final report and recommendation from the Planning and Zoning Commission regarding amending the text of the Zoning Ordinance regarding liquor sales; and

WHEREAS, the Planning and Zoning Commission and City Council considered, among other things, the character of the zoning districts referenced herein and their peculiar suitability for the particular uses allowed as set forth herein; and

WHEREAS, all requirements of law for publication and all procedural requirements have been complied with in accordance with Chapter 211 of the Local Government Code and the Zoning Ordinance.

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

Section 1.

Subsection (a) of Section 76-110 “Specific Use Permit” of Section 76 “GR, general retail district” of Article III “Zoning Districts” of Appendix B “Zoning” of the Code of Ordinances of the City of Burleson is hereby amended by adding the following text without removing any other text:

76-110 Specific use permit.

...

(a) Uses allowed with a specific use permit:

...

[Add:] “Liquor Store

1. In considering whether to grant a specific use permit, the following supplemental regulations must be met unless otherwise approved by City Council:

- a. Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.
- b. Minimum building size shall be 5,000 sq. ft.

- c. No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.
- d. A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.
- e. The liquor store has an independent entrance for deliveries and customers. “Partitioned” means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.
- f. All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.
- g. Shall provide additional landscaping between front façade and the parkway.
 - i. Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage.”

Section 2.

Subsection (a) of Section 78-110 “Specific Use Permit” of Section 78 “C, commercial district” of Article III “Zoning Districts” of Appendix B “Zoning” of the Code of Ordinances of the City of Burleson is hereby amended by adding the following text without removing any other text:

78-110 Specific use permit.

...

(a) Uses allowed with a specific use permit:

...

[Add:] “Liquor Store

1. In considering whether to grant a specific use permit, the following supplemental regulations must be met unless otherwise approved by City Council:
 - a. Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.
 - b. Minimum building size shall be 5,000 sq. ft.
 - c. No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.
 - d. A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.

- e. The liquor store has an independent entrance for deliveries and customers. “Partitioned” means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.
- f. All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.
- g. Shall provide additional landscaping between front façade and the parkway.
 - i. Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage.”

Section 3.

Subsection (a) of Section 79-105 “Primary Uses Allowed” of Section 79 “I, industrial district” of Article III “Zoning Districts” of Appendix B “Zoning” of the Code of Ordinances of the City of Burleson is hereby amended by adding the following text without removing any other text:

79-105 Primary uses allowed.

...

(a) Primary uses allowed:

...

[Add:] “Liquor Store

1. The following supplemental regulations must be met; otherwise a specific use permit approved by City Council is required.
 - a. Shall not be located within the Old Town Overlay District or within 300 feet of IH-35 frontage without City Council approval.
 - b. Minimum building size shall be 5,000 sq. ft.
 - c. No liquor stores shall be allowed within 1,000 feet of another liquor store as measured in a straight line from their respective property lines.
 - d. A liquor (package) store shall not have walk-up window access and shall not have drive-through or drive-up access.
 - e. The liquor store has an independent entrance for deliveries and customers. “Partitioned” means walls or other physical divisions separating the liquor store from all other retail or commercial establishments.

- f. All windows shall be either polycarbonate or have a protective shatterproof film installed on both sides and glass window.
- g. Shall provide additional landscaping between front façade and the parkway.
 - i. Shall maintain a 15-foot landscaping buffer with canopy trees planted no less than 20 feet on center along entire frontage.”

Section 4.

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 5.

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 6.

This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson's various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

Section 7.

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 or decree 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 8.

An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for that purpose.

Section 9.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or

employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 10.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

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:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer, IT
MEETING: March 18, 2024

SUBJECT:

Consider approval of a contract to purchase radios, peripheral equipment, and six years of subscription services from Motorola Solutions through a cooperative purchase agreement with Fort Worth, TX in an amount of \$1,890,838.20 (Staff Contact: James Grommersch, Chief Technology Officer)

SUMMARY:

During the month of May the Johnson County Radio Network had six outages over a week period, lasting anywhere from 30 minutes to the longest being three hours. Dispatch fielded 72 calls during these outages, with 34 service calls for Police and 13 for Fire. When the outages occurred the number of active radio channels was significantly reduced for emergency services. These outages caused BTX-IT to assess the radio services in the City and find a solution that ensures high availability and redundancy for First Responder communications. Working with Motorola, BTX-IT selected the APX Next radios as a viable solution to resolve the discovered deficiencies in the Johnson County Radio Network, due to their built-in cellular and Wi-Fi capabilities. On top of the physical radio hardware and peripherals, there are additional subscriptions that are required to provide additional capabilities, remotely update, and patch the radios. The APX Next Radios will improve the end user experience, redundancy, and resiliency over the current radios. Fort Worth, TX Radio Contract No. 34071.

RECOMMENDATION:

- 1) Approve as presented or with modifications.
- 2) Deny request.

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

NA

FISCAL IMPACT:

Public Safety C.O. Bond: \$1,534,652.00
IT Computer Equipment: 6108001-70030 | \$356,186.20

STAFF CONTACT:

Name: James Grommersch
Title: Chief Technology Officer
jgrommersch@burlesontx.com
817.426.9672



**Information
Technology**



Motorola APX Next Radio

City Council Regular Session

March 18th, 2024

Radio Network Overview

The City of Burleson utilizes the Johnson County Radio Network for its primary radio communications.

Throughout May 2023, the Radio System suffered six outages

The outages occurred over one week, lasting anywhere from 30 minutes to the longest being three hours.

Dispatch fielded 72 calls during these outages, with 34 service calls for Police and 13 for Fire.

When the outages occurred the number of active radio channels was significantly reduced for emergency services





APX Next Radios

These outages caused BTX-IT to assess the radio services in the City and find a solution that ensures high availability and redundancy for First Responder communications.

Working with Motorola, BTX-IT selected the APX Next radios as a viable solution to resolve the discovered deficiencies in the Johnson County Radio Network, due to their built-in cellular and Wi-Fi capabilities.

On top of the physical radio hardware and peripherals, there are additional subscriptions that are required to provide additional capabilities, remotely update, and patch the radios.

APX Next Radios

These radios would remain online and functional outside the radio network and in a disaster scenario, using the BTX-IT Mini CRD. (Portable Cell Tower)

Burleson can get special pricing on the radios from the Fort Worth contract (40% savings). However, the pricing is only available until the end of next year.

Implementation is 4 to 6 months from order placement.

The year-one implementation costs are \$1,534,651.92.

The annual recurring subscription cost is \$74,021.76 for Years 1-5 and \$60,099.24 for Year 6.

The total implementation costs for the radios is \$1,890,838.20.



Funding for Radios

The year-one implementation cost of \$1,534,651.92 will be funded by debt issuance.

Initial Debt Capacity: \$8,900,000

Relocation:	PD Expansion Gas Line	
	\$1,200,000	
	PD Sally	
Port:		\$ 700,000
	Hidden Creek/Gardens Traffic	
Signal \$	550,000	
	Public Safety	
Radios:		\$1,534,652

Revised Debt
Capacity: \$4,915,348

The remaining funding (\$356,186.20)will be added to the IT Operating Budget over the next six years.

APX Next Radios

Staff Recommendation:

Approval of a contract with Motorola Solutions to purchase radios, peripheral equipment, and six years of subscription services through a cooperative purchase agreement with Fort Worth, TX in an amount of 1,890,838.20



Questions / Comments





BURLESON, CITY OF

APX Next/Next XE/Mobiles - Dual Head/STOP

02/07/2024

02/07/2024

BURLESON, CITY OF
141 W RENFRO ST
BURLESON, TX 76028

RE: Motorola Quote for APX Next/Next XE/Mobiles - Dual Head/STOP
Dear James Grommersch,

Motorola Solutions is pleased to present BURLESON, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

Motorola Solutions Manufacturer's Representative

Billing Address:
BURLESON, CITY OF
141 W RENFRO ST
BURLESON, TX 76028
US

Shipping Address:
BURLESON, CITY OF
1131 SW WILSHIRE
BURLESON, TX 76028
US

Quote Date:02/07/2024
Expiration Date:04/07/2024
Quote Created By:
Jonathan Castilaw
jonathancastilaw@callmc.com

End Customer:
BURLESON, CITY OF
James Grommersch
jgrommersch@burlesontx.com
817.426.9672

Contract: 34071 - FORT WORTH TX

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	151		\$8,241.00	\$4,812.74	\$726,723.74
1a	BD00001AA	ADD: CORE BUNDLE	151		\$3,106.00	\$1,813.90	\$273,898.90
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	151		Included	Included	Included
1c	H38DA	ADD: SMARTZONE OPERATION	151		Included	Included	Included
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	151		Included	Included	Included
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	151		Included	Included	Included
1f	Q629BD	ENH: AES ENCRYPTION AND ADP	151		Included	Included	Included
1g	QA03399AK	ADD: ENHANCED DATA	151		Included	Included	Included
1h	Q387CB	ADD: MULTICAST VOTING SCAN	151		Included	Included	Included
1i	QA00580BA	ADD: TDMA OPERATION	151		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	QA09001AM	ADD: WIFI CAPABILITY	151		Included	Included	Included
1k	QA09113AA	ADD: BASELINE RELEASE SW	151		\$0.00	\$0.00	\$0.00
1l	Q361CD	ADD: P25 9600 BAUD TRUNKING	151		Included	Included	Included
1m	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	151		\$0.00	\$0.00	\$0.00
1n	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	151		\$0.00	\$0.00	\$0.00
2	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	151		\$248.05	\$186.04	\$28,092.04
3	LSV01S03446A	APX NEXT DMS ESSENTIAL	151	5 YEARS	\$384.60	\$384.60	\$58,074.60
4	LSV01S03082A	RADIOCENTRAL PROGRAMMING	151	5 YEARS	\$160.20	\$160.20	\$24,190.20
5	SSV01S01407A	SMARTPROGRAMMING	151	5 YEARS	\$375.00	\$375.00	\$56,625.00
6	SSV01S01406A	SMARTCONNECT	151	5 YEARS	\$375.00	\$375.00	\$56,625.00
7	SSV01S01476A	SMARTLOCATE	151	5 YEARS	\$375.00	\$375.00	\$56,625.00
8	SSV01S01907A	SMARTMAPPING	151	5 YEARS	\$375.00	\$375.00	\$56,625.00
9	PSV01S01742A	RADIOCENTRAL TRAINING VIRTUAL (1 SEAT)	3		\$1,700.00	\$1,700.00	\$5,100.00
10	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	151		\$169.56	\$127.17	\$19,202.67
11	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	151		\$486.00	\$364.50	\$55,039.50
12	AN000296A01	ANTENNA, STUBBY,STUBBY 65MM (760-870 MHZ)	151		\$32.40	\$24.30	\$3,669.30
	APX™ NEXT	APX NEXT XE MULTI					
13	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE	30		\$8,241.00	\$4,812.74	\$144,382.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
13a	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	30		\$28.00	\$16.35	\$490.50
13b	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	30		\$770.00	\$449.68	\$13,490.40
13c	BD00001AA	ADD: CORE BUNDLE	30		\$3,106.00	\$1,813.90	\$54,417.00
13d	H499KC	ENH: SUBMERSIBLE (DELTA T)	30		Included	Included	Included
13e	H38DA	ADD: SMARTZONE OPERATION	30		Included	Included	Included
13f	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	30		Included	Included	Included
13g	QA09028AA	ADD: VIQI VC RADIO OPERATION	30		Included	Included	Included
13h	Q629BD	ENH: AES ENCRYPTION AND ADP	30		Included	Included	Included
13i	QA03399AK	ADD: ENHANCED DATA	30		Included	Included	Included
13j	Q387CB	ADD: MULTICAST VOTING SCAN	30		Included	Included	Included
13k	QA00580BA	ADD: TDMA OPERATION	30		Included	Included	Included
13l	QA09001AM	ADD: WIFI CAPABILITY	30		Included	Included	Included
13m	QA09113AA	ADD: BASELINE RELEASE SW	30		\$0.00	\$0.00	\$0.00
13n	Q361CD	ADD: P25 9600 BAUD TRUNKING	30		Included	Included	Included
13o	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS	30		\$0.00	\$0.00	\$0.00
13p	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	30		\$0.00	\$0.00	\$0.00
14	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	30		\$284.35	\$213.26	\$6,397.80
15	LSV01S03446A	APX NEXT DMS ESSENTIAL	30	5 YEARS	\$384.60	\$384.60	\$11,538.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
16	LSV01S03082A	RADIOCENTRAL PROGRAMMING	30	5 YEARS	\$160.20	\$160.20	\$4,806.00
17	SSV01S01407A	SMARTPROGRAMMING	30	5 YEARS	\$375.00	\$375.00	\$11,250.00
18	SSV01S01406A	SMARTCONNECT	30	5 YEARS	\$375.00	\$375.00	\$11,250.00
19	SSV01S01476A	SMARTLOCATE	30	5 YEARS	\$375.00	\$375.00	\$11,250.00
20	SSV01S01907A	SMARTMAPPING	30	5 YEARS	\$375.00	\$375.00	\$11,250.00
21	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	5		\$1,420.20	\$1,065.15	\$5,325.75
22	PMMN4152A	XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITHOUT KNOB, UL	30		\$707.00	\$530.25	\$15,907.50
Product Services							
23	LSV00Q00202A	DEVICE PROGRAMMING Programming for Handheld Radios	179		\$100.00	\$100.00	\$17,900.00
APX™ 8500							
24	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	10		\$5,893.68	\$3,441.91	\$34,419.10
24a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	10		\$480.00	\$480.00	\$4,800.00
24b	G831AD	ADD: SPKR 15W WATER RESISTANT	20		\$66.00	\$38.54	\$770.80
24c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	10		\$110.00	\$64.24	\$642.40
24d	G996AS	ENH: OVER THE AIR PROVISIONING	10		\$110.00	\$64.24	\$642.40
24e	GA00580AA	ADD: TDMA OPERATION	10		\$495.00	\$289.08	\$2,890.80
24f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	10		\$105.00	\$61.32	\$613.20
24g	G51AT	ENH: SMARTZONE	10		\$1,650.00	\$963.60	\$9,636.00
24h	GA09001AA	ADD: WI-FI CAPABILITY	10		\$330.00	\$192.72	\$1,927.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
24i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10		\$0.00	\$0.00	\$0.00
24j	G67EH	ADD: REMOTE MOUNT E5 MP	10		\$327.00	\$190.97	\$1,909.70
24k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	10		\$0.00	\$0.00	\$0.00
24l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10		\$567.00	\$331.13	\$3,311.30
24m	GA01670AA	ADD: APX E5 CONTROL HEAD	10		\$717.00	\$418.73	\$4,187.30
24n	W22BA	ADD: STD PALM MICROPHONE APX	20		\$79.00	\$46.14	\$922.80
24o	QA09113AB	ADD: BASELINE RELEASE SW	10		\$0.00	\$0.00	\$0.00
24p	GA01630AA	ADD: SMARTCONNECT	10		\$0.00	\$0.00	\$0.00
24q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10		\$330.00	\$192.72	\$1,927.20
24r	G843AH	ADD: AES ENCRYPTION AND ADP	10		\$523.00	\$305.43	\$3,054.30
24s	GA00092AU	ADD: APXM DUAL E5 CH	10		\$627.00	\$366.17	\$3,661.70
24t	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	20		\$28.00	\$16.35	\$327.00
25	LSV00Q00202A	DEVICE PROGRAMMING	10		\$100.00	\$100.00	\$1,000.00
26	LSV00Q00203A	DEVICE INSTALLATION	10		\$1,258.29	\$1,258.29	\$12,582.90
	APX™ 8500						
27	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	8		\$5,893.68	\$3,441.91	\$27,535.28
27a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	8		\$480.00	\$480.00	\$3,840.00
27b	G831AD	ADD: SPKR 15W WATER RESISTANT	8		\$66.00	\$38.54	\$308.32
27c	GA00250AA	ADD: BLUETOOTH/WIFI/ GNSS FLEXIBLE CABLE LMR195	8		\$110.00	\$64.24	\$513.92



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
27d	G996AS	ENH: OVER THE AIR PROVISIONING	8		\$110.00	\$64.24	\$513.92
27e	GA00580AA	ADD: TDMA OPERATION	8		\$495.00	\$289.08	\$2,312.64
27f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	8		\$105.00	\$61.32	\$490.56
27g	G66BN	ADD: DASH MOUNT E5	8		\$138.00	\$80.59	\$644.72
27h	G51AT	ENH:SMARTZONE	8		\$1,650.00	\$963.60	\$7,708.80
27i	GA09001AA	ADD: WI-FI CAPABILITY	8		\$330.00	\$192.72	\$1,541.76
27j	G843AH	ADD: AES ENCRYPTION AND ADP	8		\$523.00	\$305.43	\$2,443.44
27k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8		\$0.00	\$0.00	\$0.00
27l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	8		\$0.00	\$0.00	\$0.00
27m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	8		\$567.00	\$331.13	\$2,649.04
27n	GA01670AA	ADD: APX E5 CONTROL HEAD	8		\$717.00	\$418.73	\$3,349.84
27o	W22BA	ADD: STD PALM MICROPHONE APX	8		\$79.00	\$46.14	\$369.12
27p	QA09113AB	ADD: BASELINE RELEASE SW	8		\$0.00	\$0.00	\$0.00
27q	GA01630AA	ADD: SMARTCONNECT	8		\$0.00	\$0.00	\$0.00
27r	G361AH	ENH: P25 TRUNKING SOFTWARE APX	8		\$330.00	\$192.72	\$1,541.76
28	LSV00Q00202A	DEVICE PROGRAMMING	8		\$100.00	\$100.00	\$800.00
29	LSV00Q00203A	DEVICE INSTALLATION	8		\$612.86	\$612.86	\$4,902.88

Grand Total **\$1,890,838.20(USD)**

Pricing Summary



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$2,530,990.55	\$1,534,651.92
Year 2 Subscription Fee	\$74,021.76	\$74,021.76
Year 3 Subscription Fee	\$74,021.76	\$74,021.76
Year 4 Subscription Fee	\$74,021.76	\$74,021.76
Year 5 Subscription Fee	\$74,021.76	\$74,021.76
Year 6 Subscription Fee	\$60,099.24	\$60,099.24
Grand Total System Price	\$2,887,176.83	\$1,890,838.20



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. The Information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola Solutions product or services. Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.



Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

RECEIVED
DEC 18 2017
CITY OF FORT WORTH
CITY SECRETARY

CITY SECRETARY 50054
CONTRACT NO. 50054

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of December, 2017 by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and the City of Fort Worth, Texas, a body corporate and politic ("Purchaser").

WITNESSETH:

WHEREAS, the Purchaser desires to purchase a Communications System ("System"); and

WHEREAS, Motorola desires to sell a System to Purchaser; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Purchaser) has solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

THEREFORE, the parties hereby enter into an agreement pursuant to which Motorola shall perform the work and furnish the equipment and services as more fully set forth herein and in the following exhibits, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement:

- Exhibit A General Provisions.
- Exhibit B Motorola Software License Agreement.
- Exhibit C Technical and Implementation Documents, all dated 12/05/17.
- Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
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System Purchase Agreement 1

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

Section 1 SCOPE OF WORK

A. Motorola shall furnish all of the equipment and software as outlined in Exhibit C and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased in accordance with Exhibit C.

B. In addition to responsibilities described in the Statement of Work, Purchaser shall perform the following coincident with the performance of this Agreement:

- (1) Provide a designated Project Director.
- (2) Provide ingress and egress to Purchaser's facilities and/or sites as requested by Motorola and have such facilities available for installation of the equipment to be installed.
- (3) Provide adequate telephone or other communications lines (including modem access and adequate interfacing networking capabilities) for the installation, operation and support of the equipment.
- (4) Provide adequate space, air conditioning and other environmental conditions, and adequate and appropriate electrical power outlets, distribution, equipment and connections for the installation, operation and support of the equipment.
- (5) Provide a designated work area with adequate heat and light, and a secure storage area for equipment delivered to the Purchaser. The Purchaser shall be solely liable for loss or damage to equipment prior to, during and following installation when such equipment is on or within Purchaser's facilities and/or vehicles.

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are



necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the time interval specified in Exhibit C (if applicable). A more detailed timeline shall be provided to Purchaser after the design review and customer kick-off meeting.

B. Whenever a party knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, the party shall within thirty (30) days give the other party notice thereof and may request an extension of time to perform the work.

C. In order to successfully integrate and implement this project, shipments will be made F.O.B. Destination to Purchaser facilities, local Motorola staging facilities, warehousing facilities, or any combination thereof. It is agreed that this plan is acceptable to Purchaser and that Motorola will advise prior to shipment of actual destination and that Purchaser will accept shipment, and make payment as required by this Agreement.

D. It is also agreed that equipment shipping dates reflected in this Agreement are estimates only, and that shipment may be made at any time prior to, or subsequent to these estimated shipping dates.

Section 5 ACCEPTANCE CRITERIA

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
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System Purchase Agreement 3

A. Motorola will test the System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems or phases of the System, both parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems or phases. Minor omissions or variances in performance which do not materially affect the operation of the System as a whole will not postpone System Acceptance. Purchaser and Motorola will jointly prepare a list of such omissions and variances which Motorola will correct according to an agreed upon schedule.

B. Motorola agrees to notify Purchaser when the System is ready for acceptance testing. Motorola and Purchaser agree to commence acceptance testing within ten (10) business days after receiving such notification. If testing is delayed for reasons within the control of Purchaser or its employees, contractors, agents or consultants for more than ten (10) business days after notification, final payment will be due within thirty (30) days after such notification and the Warranty Period will commence immediately.

C. Motorola may, but is not obligated to, issue written authorization for Purchaser to use the System or its subsystem(s) for limited training or testing purposes, prior to the completion of testing by Motorola. Any use of the System without prior written authorization by Motorola shall constitute System Acceptance.

Section 6 PAYMENT SCHEDULE

A. Motorola agrees to sell all of the equipment and perform the services as outlined in the Scope of Work, and Purchaser agrees to buy the aforementioned equipment and services for the sum of \$1,602,101.00, which includes the H-GAC administration fee. The final price may be adjusted by change orders approved pursuant to Statement of Work attached hereto as Exhibit "C".

B. Payments to Motorola shall be made according to the following milestones:

1. 20% of the total contract price is due when Purchaser executes this Agreement;
2. 60% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
3. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
4. 10% of the total contract price will be invoiced immediately after System Acceptance.



Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

C. In the event of failure or delay by the Purchaser in providing sites, space, approvals, licenses, or any other Purchaser obligations required preceding delivery of Motorola equipment, it is agreed that Motorola, at its sole discretion, may ship equipment as planned and that the Purchaser will accept the equipment and make payment in accordance with the terms of this Agreement. Any additional costs incurred by Motorola for storage of equipment will be invoiced and paid by Purchaser.

D. Payments to Motorola shall be made as follows:

- (i) Motorola shall immediately forward an invoice for the payment requested in Section 6(B) above to Purchaser.
- (ii) Purchaser shall pay the Motorola invoice within thirty (30) calendar days of receipt.

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2015.

F. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the date as set forth above and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last.

G. Extended Pricing. Motorola shall offer additional equipment and services to the Purchaser and third party users, identified as a primary agency user of the System (Forth Worth Regional Radio System), at H-GAC pricing provided in the Contract, or any subsequent renewal or new contract, with the following discounts:

- 1) 5.00% on fixed network equipment/systems integration services/project management services; and
- 2) 20.00% discount on all subscriber/mobile units and flash kits.

These discounts are valid for four (4) years starting on the effective date of this Agreement.

With respect to the HGAC administrative fee and shipping, title and risk of loss- Section 6(E) of this Agreement and Section 3 of Exhibit A, respectively, shall apply to all purchases made from this section 6(G).

Section 7 PROJECT MANAGEMENT

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
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System Purchase Agreement 5

A. If the size or complexity of the project warrants, Motorola will assign a Project Manager, who is authorized to exercise technical direction of this project. Motorola, at any time, may designate a new or alternate Project Manager with written notice to Purchaser and H-GAC.

B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's cognizant Contract Administrator who shall have authority to negotiate changes in or amendments to this Agreement.

Section 8 NOTICE ADDRESSES

A. Motorola Solutions, Inc.
500 W. Monroe Street, 43rd Floor
Chicago, IL 60661
Attn.: Law Department

B. City of Fort Worth
ATTN: _____
200 Texas Street
Fort Worth, Texas 76102

C. Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Attn.: Public Services Manager

Section 9 ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved in the following order:

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

Exhibit C Technical and Implementation Documents

Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)

Exhibit D Motorola/H-GAC Contract dated May 1, 2015.

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add

December 5, 2017
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Section 10 DISPUTES

Motorola and the Purchaser will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and the Purchaser within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and the Purchaser will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and Purchaser may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in Texas. Both Motorola and Purchaser consent to jurisdiction over it by such a court. All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

Section 11 SEVERABILITY

If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.

Section 12 HEADINGS AND SECTION REFERENCES

The headings given to the paragraphs are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.



Section 13 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 6 (Payment Schedule) if any payment obligations exist; Section 9 (Order of Precedence); Section 10 (Disputes); Section 11 (Severability); Section 12 (Headings and Section References); Section 13 (Survival of Terms) and Section 14 (Full Agreement).

Section 14 FULL AGREEMENT

This Agreement and its Exhibits constitute the final expression of the agreement of the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. The preprinted terms and conditions found on any Purchaser purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs that document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: Jessica Pourciau
(Signature)

By: Susan Alanis
(Signature)

Name: Jessica Pourciau

Name: Susan Alanis
~~Assistant City Manager~~

Title: Area Sales Manager

Title: _____

Date: December 5, 2017

Date: 12/18/2017

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add



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**OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX**

December 5, 2017
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System Purchase Agreement 8

CITY OF FORT WORTH

APPROVAL RECOMMENDED:

By: _____
Name: _____
Title: _____

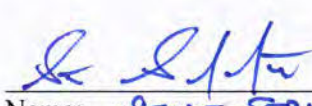
ATTEST:

By: 
Name: Mary Kayser
Title: City Secretary




CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: 
Name: Steve Struffert
Title: Asst Director

APPROVED AS TO FORM AND LEGALITY:

By: 
Name: John B. Strong
Title: Assistant City Attorney

CONTRACT AUTHORIZATION:

M&C: C-28495
Date Approved: 12-5-2017

Form 1295 Certification No.: 2017-268680

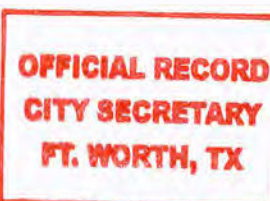


EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.

Section 1 STANDARDS OF WORK

Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.

Section 2 TAXES

The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes. If any taxes are determined applicable to this transaction or Motorola is required to pay or bear the burden thereof, the Purchaser agrees to pay to Motorola the amount of such taxes and any interest or penalty thereon no later than thirty (30) days after receipt of an invoice therefor.

Section 3 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the Purchaser upon receipt at the F.O.B. Destination. After delivery to the F.O.B. Destination, risk of loss and damage to the articles shall be borne by the Purchaser. The above notwithstanding, title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

Section 4 CHANGES IN THE WORK

A. The Purchaser may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.

B. If any order under this Section 4 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Motorola is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

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Section 5 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability whether for breach of contract, warranty, negligence, indemnification, strict liability in tort or otherwise, is limited to the price of the particular products or services sold hereunder with respect to which losses or damages are claimed. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action shall be brought for any breach of this contract more than two (2) years after the accrual of such cause of action except for money due upon an open account.

Section 6 EXCUSABLE DELAYS

A. Neither Motorola nor the Purchaser shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but are not be limited to, acts of God; fire; strikes; material shortages; compliance with laws or regulations; riots; acts of war; or any other conditions beyond the reasonable control of the party or parties.

B. Delays as identified herein may cause an impact on the Period of Performance stated in the Agreement. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 7 DEFAULT

A. If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless such failure has been caused by the conditions set forth in Section 6 of these General Provisions) and may assert a default claim by giving the non-performing party a written and detailed notice of default. Except for a default by Purchaser for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Purchaser is the defaulting party, Motorola may stop work on the project until it approves the Purchaser's cure plan.

B. If a defaulting party fails to cure the default as provided above in Section 7.A, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the



defaulting party will promptly return to the non-defaulting party any of its confidential information. If Purchaser is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, Purchaser may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the contract price. Purchaser will mitigate damages and provide Motorola with detailed invoices substantiating the charges. IN THE EVENT OF DEFAULT, MOTOROLA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 8 DELAYS BY PURCHASER

If the Purchaser is responsible for delays in the schedule set forth in the Agreement, the Purchaser shall be liable for actual costs incurred by Motorola resulting from these delays if Motorola requests compensation. Such charges may include, but are not limited to, additional Engineering; rescheduling charges; storage charges; maintenance charges; and transportation charges. The Purchaser shall have the option to attempt to minimize actual costs incurred by storing and transporting equipment at its own expense. Such delays will be subject to an Agreement addendum as described in Section 4.

Section 9 LICENSES/AUTHORIZATION

The Purchaser is solely responsible for obtaining any licenses or other authorizations required by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the Purchaser in FCC matters or otherwise. Motorola, however, may assist in the preparation of the license application at no charge to the Purchaser. Purchaser acknowledges that project implementation is predicated on receipt of proper FCC licensing.

Section 10 INDEMNIFICATION

Motorola agrees to and hereby indemnifies and saves Purchaser harmless from all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the Purchaser by reason of or on account of damage to the tangible property of the Purchaser or the property of, injury to, or death of any person, to the extent and in the proportion that such damage or injury is caused by Motorola's negligent acts or omissions or that of its employees, subcontractors, or agents while on the premises of the Purchaser during the delivery and installation of the communications equipment. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 11 WARRANTIES



A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance (“Warranty Period”) in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

B. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will satisfy the functional requirements in Exhibit C. Upon System Acceptance, this System Functionality representation is fulfilled. After System Acceptance, the Equipment Warranty set forth below and the Software Warranty set forth in the Software License Agreement will apply.

Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder. Additionally, Motorola will not be responsible for System performance when the functionality is reduced for reasons beyond Motorola’s control including, but not limited to, i) an earthquake, adverse atmospheric conditions or other natural causes; ii) the construction of a building that adversely affects the microwave path reliability or RF coverage; iii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iv) Purchaser changes to load usage and/or configuration outside the parameters specified in Exhibit C; v) any other act of parties who are beyond Motorola’s control, including Purchaser or its employees, contractors, consultants or agents.

C. **EQUIPMENT WARRANTY.** Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period. Unless otherwise specified in writing, the Warranty Period for non-Motorola manufactured Equipment will be as stated in this Section. At no additional charge and at its option, Motorola will either repair the defective Equipment, replace it with the same or equivalent Equipment, or refund the purchase price of the defective Equipment, and such action on the part of Motorola will be the full extent of Motorola’s liability hereunder. Repaired or replaced Equipment is warranted for the balance of the original applicable warranty period. All replaced parts of the Equipment shall become the property of Motorola.

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.



- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.
- d) Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
- e) Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) which adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
- f) Equipment that has had the serial number removed or made illegible.
- g) Batteries (because they carry their own separate limited warranty).
- h) Freight costs to the repair depot.
- i) Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
- j) Scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment.
- k) Software.
- l) Normal or customary wear and tear.

D. Motorola Software Warranty. Motorola Software is warranted in accordance with the terms of the Software License Agreement attached as Exhibit B.

E. These express limited warranties as set forth in this Section are extended by Motorola to the original end user purchasing or leasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement.

F. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR

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CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

Section 12 CONFIDENTIAL INFORMATION

Motorola proprietary computer programs will be released in accordance with the Software License provisions set forth elsewhere, if applicable. All other material and information of confidential nature marked Motorola PROPRIETARY and/or CONFIDENTIAL will be released as necessary under the following conditions:

- (1) Purchaser shall exercise reasonable and prudent measures to keep these items in confidence.
- (2) Purchaser shall not disclose these items to third parties without prior written permission, unless Motorola makes them public or Purchaser learns them rightfully from sources independent of Motorola, or it is required by law to be disclosed.
- (3) Motorola, where necessary, retains the right to prescribe specific security measures for the Purchaser to follow to maintain the confidentiality.

In the event disclosure of such information is necessary, a separate Non-Disclosure Agreement will be required.

Section 13 SOFTWARE LICENSE

A. Motorola Software. Any Motorola Software furnished will be licensed to Purchaser solely according to the terms and restrictions of the Software License Agreement attached as Exhibit B. Purchaser hereby accepts all of the terms and restrictions of the Software License Agreement.

B. Non-Motorola Software. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under the Software License Agreement.



Section 14 PATENT INDEMNIFICATION

A. Motorola will defend at its expense any suit brought against Purchaser to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Purchaser promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Purchaser providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

B. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Purchaser the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Purchaser a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

C. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Purchaser's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Purchaser to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Purchaser extend in any way to royalties payable on a per use basis or the Purchaser's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Purchaser from sales or license of the infringing Motorola Product.

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection



with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that Purchaser shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.

Section 16 WAIVER

Failure or delay on the part of Motorola or Purchaser to exercise a right or power hereunder shall not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

Section 17 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 18 ASSIGNABILITY

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Purchaser. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement..

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential

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Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

If this Agreement contains a Warranty and Maintenance Plan, then, during the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the Warranty and Maintenance Plan and Service Terms and Conditions. Such services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services during the Warranty Period, or any maintenance and support services after the Warranty Period, the description of and pricing for such services will be set forth in a separate document. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to such maintenance and support will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.



Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Fort Worth, Texas ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third

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party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.



6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties 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.

8.2 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.

8.3 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).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

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13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect



to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Exhibit C

Technical and Implementation Documents



OUTDOOR WARNING SYSTEM UPGRADE AND GPS/ENHANCED DATA UPGRADE



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December 5, 2017

Alan Gorton
City of Fort Worth
1515 11th Ave
Fort Worth, TX 76102
Subject: GPS/Enhanced Data Add and Outdoor Warning System

Dear Alan,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide City of Fort Worth with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will address your needs and provide exceptional value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of software, and services. Specifically, this solution is for the addition of GPS/Enhanced Data and Outdoor Warning System to the Fort Worth radio system and provides:

- One Trunked Enhanced Data Zone Level License
- Thirteen Trunked Enhanced Data Site Controller Licenses (two per RF site)
- 2000 Enhanced Data System Level User Licenses
- 1942 Flash Kits to add Trunked Enhanced Data to existing APX portable radios
- Radio Management Server Solution
- Outdoor Warning System

This proposal is subject to the enclosed Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of Fort Worth may accept the proposal by delivering to Motorola an executed CSA. Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Brad Rice, at (678) 618-8396.

We thank you for the opportunity to furnish City of Fort Worth with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Jessica Pourciau
Area Sales Manager
Motorola Solutions, Inc.

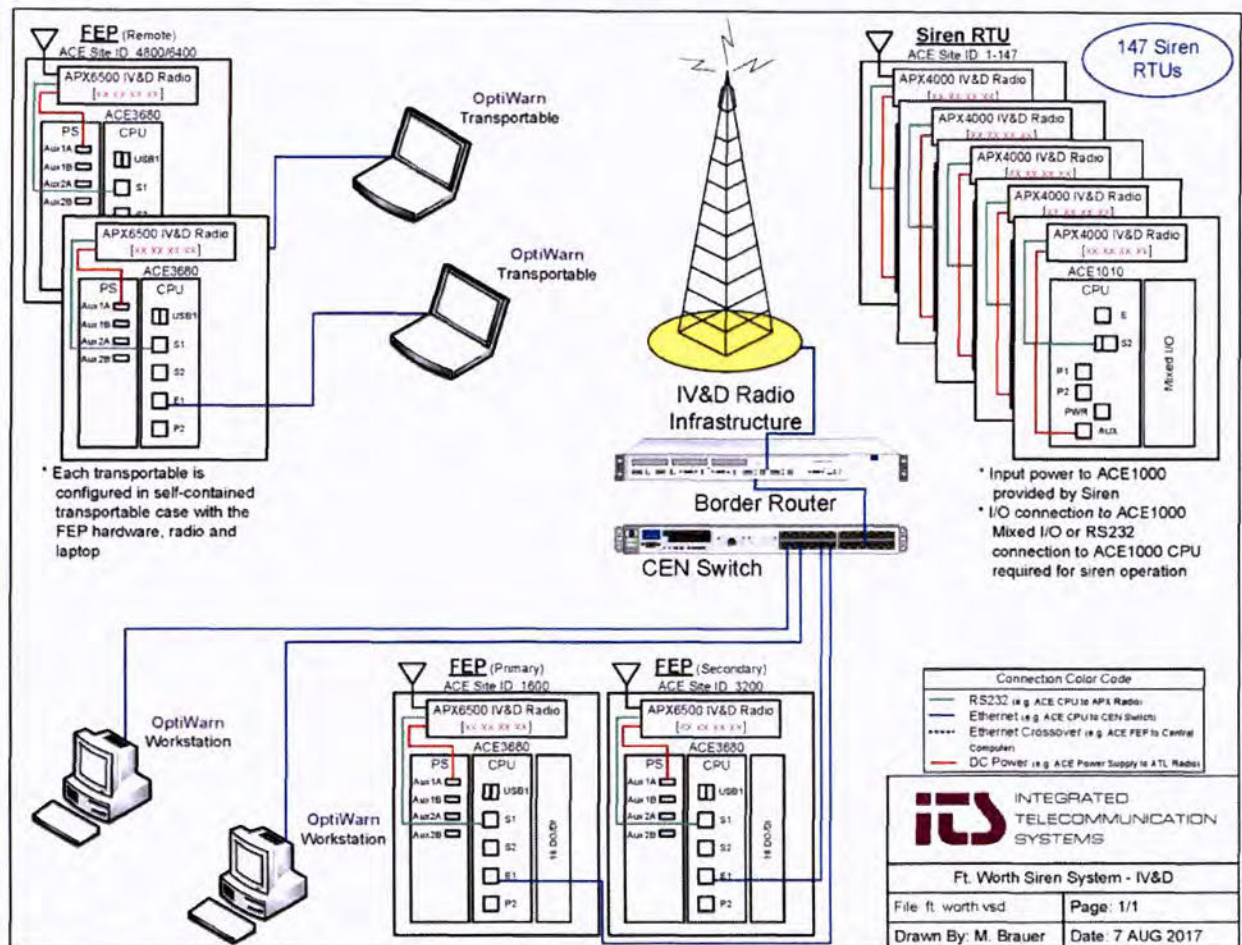
OUTDOOR WARNING SYSTEM UPGRADE OVERVIEW

1.1 INTRODUCTION

Motorola Solutions (hereinafter referred to as Motorola) is pleased to offer the City of Fort Worth with a solution to upgraded Outdoor Warning System (OWS). Motorola's solution will leverage existing resources the City has today in order to allow them to keep the existing sirens by adding hardware to interface with the sirens and P25 system.

Motorola proposes a new control and monitoring solution to interface with existing sirens and through the City's P25 system. This control and monitoring system will use a quantity of One Hundred and Forty Seven (147) ACE1000 Remote Terminal Units (RTU) to interface with existing sirens. The ACE3600 FEP, which is connected to an activation workstation, sends an activation command through the new P25 system to the ACE1000 RTU which is connected to the existing sirens' control boards. The control and monitoring system will communicate over the City's P25 ASTRO Digital Trunked IV&D infrastructure which allows the activation commands to be sent out to all the sites simultaneously which allows all the sirens to activate at the same time. The City of Fort Worth new P25 system is deployed as a DSR system the control and monitoring solution is configured to operate on both system cores. The new system includes a two fixed activation workstations, which will have the capability to control and monitor the entire OWS system as well as two transportable /mobile activation units that will allow activation from any location that has coverage from the P25 System.

1.2 SYSTEM DIAGRAM



1.3 SOLUTION FEATURES AND CAPABILITIES

The siren control solution functions as a foundation for the management and activation of all warning sirens in your jurisdiction. The provided solution would be reliable, secure and presents an intuitive interface to emergency personnel reducing operator stress during emergency events.

LMR Communications

The siren solution from its inception, was designed to excel over narrow band VHF/UHF/800 RF systems and has been validated for many years on MSI (Motorola Solutions Inc) ASTRO Digital Trunking/Conventional networks, Analog Conventional systems, MotoTrbo systems, and 4G Networks.

Multi County Back Up

Multi County solutions can be provided which provide backup activation from multiple county emergency operation centers. For example, in a three-county system, while each county can activate

sirens within their geographical limits, after logging in with System Manager access, they can also activate the sirens in the other two counties, thereby providing an extra level of back up in preparation for a worst-case scenario.

Non-Connected Activation Points

Radio based activation points are supported for mobile command centers. These are activation points which do not have a network connection to the ASTRO Master Site.

Siren Controller Interface

The heart of the siren controller is the MSI ACE3600 FEP and ACE1000 (Remote Terminal Unit) designed for operation on all MSI communications networks. The rugged ACE3600/ACE1000 combines proven MSI RTU and radio technology with leading edge software providing public safety with reliable and secure siren activation capability. The agnostic controller allows for a clickable upgrade to the Whelen OAI siren for supporting additional future upgrades, as it's the same RS232 interface as the current generation of Whelen Sirens

Over the Air (OTA) Protocol

The importance of the OTA protocol is downplayed in the siren industry. The primary role of the OTA protocol is to reliably transport data from the source to the destination and provide confirmation ACK's (or NACK's if the message is not received).

MSI is the only solution on the market which uses a 7-layer data link protocol, called MDLC, based on the international OSI model (Open Systems Interconnection). MDLC provides the intelligence in over the air communications required for mission critical siren activation and essential siren fault management data.

Broadcast Communications

A complex Siren activation data packet allows the system to use the small packet broadcast functionality inherent with MSI ASTRO IV&D, providing the ability to securely activate one, some, a group or all sirens simultaneously.

Role Based Access Control

Each user has a login ID and password which allows access to defined functions within the OptiWarn™ application suite. For example, EOC operators would be able to activate sirens, create groups of sirens, and view activation results. EOC maintenance personnel would be able to view faulty siren issues reported by the system and conduct functional characterization tests. EOC administrators would be able to do everything in addition to performing maintenance such as backups, updates, and report archiving.

Intuitive Interface

The GUI (Graphical User Interface) provides complete control of the siren system with minimal complexity even when scaled for larger systems. The main operator screen provides a view of all critical information an operator needs to manage the system.

The operator interface is exceptionally easy to operate and requires minimal training to facilitate system activation and monthly tests. Screen navigation allows the selection of pre-configured zones and activation scenarios.

OptiWarn supports Polygon Selection allowing an operator to create an ad-hoc activation group for unique scenario activation requirements.

Administrators can easily allocate sirens to zones and even allow sirens to be allocated to multiple zones.

Optional touch screen support allows operation on laptops, tablets and work stations.

Siren Functional Testing

OptiWarn supports a wide variety of tests suited for each siren type. These can include non-audible rotation tests for mechanical sirens and silent amplifier tests for electronic sirens. Support for monthly public activations provides verification of system operation.

Confirmation of communications to the sirens is ongoing and is admin configurable to optimize the data loading on the infrastructure.

An activation scheduler can also be provided which can automate monthly tests as well as daily/weekly silent testing.

Reporting & Logging of Alarms & Events

The OptiWarn system excels at capturing essential forensic information from activations and monthly tests as well as availability status from ongoing heartbeat communications.

Critical alarms alert personnel to the issue requiring user interaction ensuring issues are not overlooked.

Administrators have the ability to prepare custom report templates which can be accessed by others to prepare and export reports as needed.

Reports can be automatically emailed after activations and tests ensuring key personnel always have up-to-date information.

GPS AND ENHANCED DATA ADD OVERVIEW

2.1 ASTRO 25 Outdoor Location Services

The proposed solution includes Motorola's ASTRO 25 Outdoor Location Services feature. It uses Global Positioning System (GPS) Satellites to provide the location of personnel which can be fed to a map based location application to provide dispatch operators with an invaluable tool for managing and tracking personnel and resources. The ability to locate users in a mission critical situation dramatically increases user safety while improving resource allocation and responsiveness.

Figure 2-1 below shows an example of the main components for the ASTRO 25 Outdoor Location solution.



Figure 2-1: Main Components for the ASTRO 25 Outdoor Location Solution

2.1.1 ASTRO 25 Outdoor Location Server: Unified Network Services (UNS)

The Motorola Unified Network Services (UNS) application acts as a gateway for the location, telemetry, and presence information from the ASTRO radios equipped with GPS functionality and transfers data to back office applications. It simplifies the integration process for developers by receiving in disparate GPS protocols and translating them into a unified protocol out to the third party application. Additionally, it provides for intelligent routing of messages to the devices, and thus lowers traffic over the network.

The proposed solution includes 2000 location device licenses for use on the City's current UNS.

2.1.2 Location Application Programming Interface (API)

The ASTRO 25 Location Application Programming Interface (API) contains all the necessary interface documentation that a third-party application developer needs to receive location, telemetry, and presence data from the Unified Network Services Server (UNS) or now known as Intelligent

Middleware (IMW). The API pushes data messages containing location, telemetry, and presence information in near real time to the mapping application and allows support for remote commands through a set of messages that can be sent to the mobile units. This API has been included within this proposal. It will be the City's responsibility to work with their existing CAD vendor (TriTech) in order to incorporate this API into the CAD application.

To avoid the impact of Fort Worth's GPS data services on the adjacent systems that do not support Enhanced data, API has the ability to change the cadence rate or disable the location reporting when triggered by the CAD geo fence functionality.

The SOAP version of API supports the change of cadence rate or disabling the location reporting through the IMW, e.g. when triggered by the CAD geo fence functionality. The REST version of API (being shipped with IMW 5.2) will be capable of changing the cadence rate or disabling the location reporting through the IMW, e.g. when triggered by the CAD geo fence functionality, by early 2018 (may be by Q4 2017). City of Fort Worth can begin the interface development on the SOAP API and then transition to REST version (with some additional effort) in future if desired.

2.1.3 ASTRO 25 Outdoor Location Services Components

ASTRO 25 outdoor location services are provided through the addition of location services licenses on the City's current UNS.

Specifically included equipment is as follows:

- 2000 Device Licenses for Outdoor Location Services – add-on to current UNS
- 1942 Flash Kits to add Location Services to existing APX portable radios
- 50 700/800/GPS APX Antennas

2.2 Enhanced Data

2.2.1 Overview

Included within this proposal is pricing for Motorola's Enhanced Data feature. Enhanced Data is a Motorola Solutions proprietary (not P25 standard) inbound-only packet data service optimized for applications that periodically send short messages from a Subscriber (or attached device) to a CEN host, such as outdoor location services. Enhanced Data is only supported on Trunked ASTRO 25 IVD systems with GTR series site equipment and APX Subscriber units. Datagrams to be carried via Enhanced Data must use UDP/IPv4 for network transport between the Subscriber (or attached device) and the CEN. Optionally, either Header Compression (UDP/IP) or IPSec encryption (via the Encrypted Integrated Data feature) may be used together with Enhanced Data.

The Enhanced Data channel is based on the timing and signaling characteristics of the Phase 2 TDMA channel. However, both logical TDMA channels are used in tandem to provide Enhanced Data service; it is not possible to run Enhanced Data on one logical channel and voice on the other logical channel. Only inbound packet data messaging is supported – no outbound packet data messaging is supported on Enhanced Data channels. Context activation on a Classic Data channel is required before Enhanced Data messaging can be performed.

Enhanced data supports the following features:

- Confirmed (over-the-air) inbound unicast data
- Ability to specify bandwidth for specific groups (up to 6)

- RFC2507 Header Compression
- Encrypted integrated data
- Inbound FNE Mode data transmission (Repeated Data and Subscriber to Subscriber Data is not supported)

2.2.2 Load Balancing and Access Control

An Enhanced Data channel is capable of supporting multiple Subscribers. If no Enhanced Data channels are active at a site, the first Subscriber that needs to send Enhanced Data will request that a channel be assigned. From that point, the site monitors the site-wide Enhanced Data load and requests an additional Enhanced Data channel when the load passes a configured threshold known as the “Preferred Load”. Similarly, if the Enhanced Data site-wide load drops below a predetermined threshold the site releases one of the assigned Enhanced Data channels.

Lower “Preferred Load” values will tend to reduce access collisions among subscriber requests on each Enhanced Data channel, resulting in a higher probability that each Enhanced Data messaging attempt will be successful. Higher “Preferred Load” values will tend to allow more subscribers to compete for access to each Enhanced Data channel at a site, with the tradeoff being an increased chance that an Enhanced Data messaging attempt will fail.

The Enhanced Data feature allows Subscribers to be assigned to Data Agency Groups (DAGs) for the purpose of earmarking a portion of a site’s Enhanced Data bandwidth for those Subscribers. By default, all Enhanced Data Subscribers are assigned to DAG 1, and DAG 1 is configured to receive 100% of a site’s available Enhanced Data bandwidth. A maximum of six DAGs may be created within the system, and each DAG may be configured to receive a percentage of the available Enhanced Data bandwidth (known as that DAG’s protected utilization).

An Enhanced Data Subscriber’s DAG assignment is represented in the DAC value sent to the Subscriber during context activation. Any changes to an already Context Activated Subscriber’s DAG assignment will take effect upon the next Context Renewal or Context Activation. The Subscriber sends their DAG assignment to the infrastructure when requesting slots for sending an inbound packet data message. This allows the site to track the site-wide load per DAG. Under heavy load conditions, the site restricts access to the Enhanced Data channel according to the protected utilizations configured for each DAG. DAGs with no protected utilization can only get access to an Enhanced Data channel when the DAGs that are configured with a protected utilization do not use all their protected capacity.

The same Trunked channel resources are used for Enhanced Data and voice, and there is no preset (or configured) limit to the number of those channels that may be used for Enhanced Data. In order to ensure channel resources are always available for voice calls, the concept of Protected Reserved Access Data Channels is used. Note that since Enhanced Data uses both “halves” of a TDMA channel, up to 2 non-emergency group voice calls may be delayed when an Enhanced Data channel is protected from preemption.

2.2.3 Broadcast Data

Although outbound packet data messaging is not supported on Enhanced Data channels, the system will send a signaling message on the outbound Enhanced Data channel indicating a broadcast message is to be transmitted shortly on Trunked IVD data channels. This gives Enhanced Data Subscribers the opportunity to leave the Enhanced Data channel to acquire a Classic channel on which to receive the broadcast message.

2.2.4 Enhanced Data Components

Licensing has been included to add the Enhanced Data feature to the City of Fort Worth ASTRO 25 system. In order to utilize the Enhanced Data capabilities, subscribers must be equipped with the enhanced data feature, which has not been included in this proposal. Included upgrades to the City of Fort Worth ASTRO 25 system include the following:

- One Trunked Enhanced Data Zone Level License
- Thirteen Trunked Enhanced Data Site Controller Licenses (two per RF site)
- 2000 Enhanced Data System Level User Licenses
- 1942 Flash Kits to add Trunked Enhanced Data to existing APX portable radios

NOTE: The firmware version of the subscriber has to be at least R15 for enhanced data flash upgrades to work.

2.3 Radio Management Server

As a part of this proposal, Motorola has included the equipment and services required to install and configure the radio management hardware/ server. Also included are the licenses for 2500 users to be added on this radio management server.

Motorola's Customer Programming Software Radio Management application simplifies APX radio configuration and management, saving you time and money while ensuring your users can accomplish their mission without interruption. The APX CPS Management application can program up to 16 radios at one time and track which radios have been successfully programmed, providing a clear view of the entire radio fleet and a codeplug history for each radio.

For the first time, the radios have to be physically touched to be entered in the RM server. So, City will have to provide access to all of the radios systematically to complete the radio registration process before we can start programming over the air. Also no RM client laptops have been included in this proposal. Motorola can work with City of Fort Worth to set up the City provided laptop (Client) to RM jobs.

ACCEPTANCE TEST PLAN

3.1 OUTDOOR WARNING SYSTEM

3.1.1 Functional Test of Siren System Primary Activation Computer - Ancillary Functions

DESCRIPTION

All SIREN SYSTEM activation tests shall be conducted from the Siren System Primary Activation Computer unless otherwise specified. The alarms demonstrated are to be made with test equipment where it is practical to create an actual alarm or when not practical the alarm will be initiated through the use of the ACE STS programming software. The following will provide a brief introduction and description of the main display screens encountered when navigating the SIREN SYSTEM GUI (Graphic User Interface).

Operator Login screen –
Upon initial boot-up, the Primary Activation Computer will automatically log-in in standard Operator mode which allows the operator to view and acknowledge alarms, activate the sirens, and interrogate the sites. View Only mode allows the operator to view system status and monitor the system only; NO siren control and NO site interrogation will be allowed in this mode. If the system does not have an operator logged in, the user can click the Operator button on the Menu Bar and then click the Log In button which will then prompt the user to enter his/her Username and Password.

SETUP

The only setup is for this test is to have the computer turned on. All necessary software should start automatically.

VERSION #1.000

2. TEST

- Step 1 Verify the following ancillary functions are available on the Primary Activation computer by successfully logging into the SIREN SYSTEM alerting application with Operator level access (Username = OP, Password = op; not case sensitive).
- Step 2 Navigate to the Zone Siren Activation screen by clicking the Command button on the Menu Bar.
- Step 3 Select all Zones by clicking on the ALL SITES button. Verify all zone buttons including ALL SITES appear with yellow highlight.
- Step 4 Deselect all zones by clicking on the Clear Select button located near the bottom of the Siren Command Screen. Verify all zone buttons lose yellow highlight.
- Step 5 Select individual zones by clicking on the individual zone buttons (e.g. Northwest, Northeast, Southwest, and Southeast). Verify proper zone selection appears with yellow highlight.
- Step 6 Press Clear Select button to reset all selections. Verify all zone buttons lose yellow highlight.

Pass____ Fail____

Outdoor Warning System

3.1.2 Graphical User Interface – Map Screen

3.1.2 DESCRIPTION

Upon successful log-in, the user is taken directly to the Map screen where overall system status can be viewed. An icon is shown for each siren site and is color-coded for current general status of the corresponding site located in the general location of the site on the system map. Clicking on any of the siren site icons will take the user to the appropriate Siren Status screen to view specific information for the sirens.

This test verifies that the SIREN SYSTEM Map Screen functions properly.

SETUP

Navigate to the Map screen by clicking on the Map button from the Menu Bar.

VERSION #1.000

2. TEST

- Step 1 Verify general alarm status indications for each site are shown correctly – solid green for no alarms, solid red for acknowledged alarms, blinking red/yellow for unacknowledged alarms, blinking green/yellow for sites with alarms that have returned to normal prior to being acknowledged.
- Step 2 Verify that clicking on any of the Siren Site icons brings the user to the Siren Status screen.

Pass____ Fail____

Outdoor Warning System

3.1.3 Graphical User Interface – Site List

DESCRIPTION

This test verifies that the SIREN SYSTEM Site List screen functions properly.

SETUP

Navigate to the Site List screen by clicking on the Site List button on the Siren Status screen.

2. TEST

- Step 1 Verify the Site List pop-up window appears.
- Step 2 Verify proper site name, siren type, and street address along with Federal Signal siren type is displayed for each site.
- Step 3 Scroll up and down through the list and verify information is properly displayed.
- Step 4 Press the Go To Site... button and enter a number from 1-40 and verify site is placed at the top of the site list unless site number is too high where the last site in the list would exceed the max of 40 in which case, the selected site should still be displayed but not at the top of the list.
- Step 5 Verify proper site name for both Computer/FIU locations.

VERSION #1.000

Pass____ Fail____

Outdoor Warning System

3.1.4 Alarm Processing - Acknowledged Alarm

DESCRIPTION

This segment of the test verifies that the bi-state siren site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from a combination of simulated alarms associated with the test siren setup or via software.

The Alarm indicators on the Siren Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

Status

- For event status the color scheme is dark green for "standby" state.
- Bright green for "active state"

SETUP

Navigate to the Siren Status screen by clicking the Status button and then clicking the Sirens button on the Status Selection pop-up screen.

VERSION #1.000

2. TEST

- Step 1 The Siren Communication status should show ALARM on all RS232-based sirens since the associated ACE RTU is not connected to a live Federal Signal Siren during staging. This status will be disabled and represented by a gray box for any mechanical sirens.
- Step 2 Create an alarm condition on a mechanical siren site by toggling the associated digital input (DI#3).
- Step 3 Verify that the colored status for the associated alarm on the Primary Activation computer is blinking red and yellow and that the "state" text is red and is displayed for the correct alarm point and site.
- Step 4 Click the associated site "acknowledge" button on either computer and verify the alarm status becomes solid red.
- Step 5 Navigate to the Alarm Summary screen and verify that the alarm displays in red text on the Alarm Summary window followed by black text with the time stamp associated with both events.
- Step 6 Return the alarm point to the normal condition. Verify that the colored status bullet for the associated alarm returns to normal on both computers.
- Step 7 Verify that the alarm text has an additional entry in green on the Alarm Summary.

Pass____ Fail____

Outdoor Warning System

3.1.5 Alarm Processing - Unacknowledged Alarm

DESCRIPTION

This segment of the test verifies that the bi-state siren site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from a combination of simulated alarms associated with the test siren setup or via software.

The Alarm indicators on the Siren Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

Status

- For event status the color scheme is dark green for "standby" state.
- Bright green for "active state"

SETUP

No additional setup is necessary.

VERSION #1.000

2. TEST

- Step 1 Create an alarm condition on a mechanical siren site by toggling the associated digital input (DI#3).
- Step 2 Verify that the colored status for the associated alarm on the Primary Activation computer is blinking red and yellow and that the "state" text is red and is displayed for the correct alarm point and site.
- Step 3 Navigate to the Alarm Summary screen and verify that the alarm displays in red text on the Alarm Summary window.
- Step 4 Return the alarm point to the normal condition. Verify that the colored status bullet for the associated alarm returns to normal but remains blinking green and yellow on both computers.
- Step 5 Click the associated site "acknowledge" button on either computer and verify the alarm status becomes solid green.
- Step 6 Verify that the alarm text has two additional entries in green (return to normal) and black (acknowledged) on the Alarm Summary.

Pass____ Fail____

Outdoor Warning System

3.1.6 Graphical User Interface – FIU Status Screen

DESCRIPTION

This segment of the test verifies that the bi-state FIU site alarms are processed and communicated to the Siren System Primary Activation Computer. The alarms will be generated from real alarms associated with the FIU sites.

The alarm point indicators are preconfigured for the SIREN SYSTEM. There are up to three (3) alarm points per FIU. The Alarm indicators on the FIU Status Screen shall have the following characteristics:

Alarms

- If it is normal than the indicator is dark green
- If an alarm is active and is not acknowledged than the indicator is blinking in red/yellow colors
- If an alarm is active and acknowledged than indicator is solid red
- If an alarm returns to normal but is not acknowledged, than the indicator is blinking in yellow/dark green colors
- If an alarm returns to normal and is acknowledged than the indicator is dark green

SETUP

A charged ACE battery must be present in order to pass this test. After the PWR IN cable has been removed it will take around 60 seconds for the Alarm to reach the Server. The reason this alarm takes so long is that there is an embedded delay timer within the application to rule out a site only losing power for a few seconds.

VERSION #1.000

2. TEST

Step 1 Select an FIU for the test and remove the PWR IN cable on the Power Supply module or unplug the AC power cord.

*as the siren RTUs are to be powered by the Federal Signal siren batteries, this test is N/A for them

Step 2 Verify that PWR light turns Yellow and the BATT light turns Red on the ACE Power Supply Module.

Step 3 After approximately 60 seconds, verify that an ACE CPU AC Voltage alarm for the appropriate FIU is received on the FIU Status screen on all three computers.

Step 4 Reconnect PWR IN cable to Power Supply module. Verify the PWR light returns to Green and the BATT light starts blinking indicating the battery backup is being charged.

Step 5 After approximately 60 seconds, verify the ACE CPU AC Voltage alarm returns to normal.

Step 6 Disconnect the Ethernet cable to the Backup FIU. Within 25 minutes, an ACE CPU Comm alarm will appear on the computer.

Step 7 Reconnect the Ethernet cable to the Backup FIU and interrogate the FIU via Interrogation pop-up window.

Step 8 Verify the ACE CPU Comm alarm returns to normal.

Pass_____ Fail_____

Outdoor Warning System

3.1.7 Computer to ACE FIU Communication Status

DESCRIPTION

This test verifies that if the MODBUS connection between the Siren System Primary Activation Computer and the corresponding FIU is disconnected that an alarm will be present on the computer.

The connection between the Siren Activation Computer and its associated FIU is an Ethernet link.

SETUP

2. TEST

Step 1 Disconnect the Ethernet link from the computer.

* Port PI1 is the Modbus port for the Primary and Backup FIUs.

Step 2 An alarm will be created causing the Modbus Failure pop-up screen to appear on the local computer. Should display Current Communication Status alarm with an associated Acknowledge button.

Step 3 Verify the existence of an Modbus Comp Comm alarm for the appropriate FIU site.

Step 4 Reconnect the Ethernet link.

Step 5 Verify the Modbus Failure pop-up shows blinking Normal on the local computer. Click the Acknowledge button and the pop-up window should disappear.

Step 6 Check that the Modbus Comp Comm alarm is normal on the other "remote" computers.

VERSION #1.000

Pass ____ Fail ____



Outdoor Warning System

3.1.8 Graphical User Interface – Alarm Summary Screen

DESCRIPTION

The Alarm Summary Screen provides a text display of all alarms currently present in the system. On this screen, the operator can toggle between the alarm summary detail and the alarm history detail by clicking the "Summary" and "History" buttons. In Alarm History mode, a chronological list of the most recent 2500 alarms and events is displayed. In Alarm Summary mode, only the current alarms are displayed – i.e. items currently in alarm or have not yet been acknowledged.

Additionally, the display can be filtered to show only alarms based on site number, by zone, or by priority.

Alarms and events are all logged with date and time when the alarm or event took place. In addition, the alarms and events are also color-coded – red for alarms, green for return to normal, black for acknowledge and blue for events.

This test verifies that the SIREN SYSTEM Alarm Summary screen functions properly.

SETUP

Navigate to the Alarm Summary screen by clicking on the AlarmSum button from the Menu Bar.

2. TEST

- Step 1 Verify the Alarm Summary screen has been logging alarms, events, and acknowledges properly.
- Step 2 Verify mode toggling between default Alarm/Event History and Alarm Summary by pressing the Summary and History buttons.
- Step 3 Verify alarm filtering functionality of only alarms/events associated with the FIUs by clicking the All FIUs button.
- Step 4 Verify alarm filtering functionality of only alarms/events associated with all of the siren sites by clicking the All Sirens button.
- Step 5 Verify alarm filtering functionality of only alarms/events associated with the sirens in Zone XX by clicking the Zone XX buttons.
- Step 6 Verify alarm filtering functionality of only alarms/events associated with a specific siren by clicking the XXX button and entering a specific site number.
- Step 7 Verify alarm filtering functionality of only alarms/events with a particular priority by clicking the Hi XXX button and entering a specific priority and clicking the Low XXX button and entering the same specific priority.

VERSION #1.000

Pass____ Fail____

Outdoor Warning System

3.1.9 Siren Site Interrogation

DESCRIPTION

This test verifies that the user can manually interrogate sites through the Interrogation screen in the SIREN SYSTEM application.

The SIREN SYSTEM is configured to automatically interrogate the Siren Sites on a regular basis. There are three FIUs in the system and each one has the ability to interrogate the siren sites independently.

There is a DISABLE INT SCH button available to users logged in with System Manager access level which allows the user to turn off the automatic periodic interrogation cycles. This button is only effective for the FIU connected to the specific computer where this option was implemented.

SETUP

Be sure all active sites are communicating properly.

2. TEST

- Step 1 Click the Interrogate button on the Menu Bar to open the Interrogation pop-up window.
- Step 2 Verify all inactive sites display with gray text and button disabled; all active sites with an RTU Comm Fail alarm show red text with their associated button enabled; and all active sites without an RTU Comm Fail alarm show black text with their associated button enabled.
- Step 3 Click on any enabled siren site button to interrogate sites individually. Verify Current Site being Interrogated shows proper siren site number and returns to None when interrogation task is completed.
- Step 4 Click on any of the Zone buttons to interrogate the sirens within that particular zone. Verify Current Site being Interrogated shows proper siren site numbers associated with the selected zone and returns to None when interrogation task is completed.
- Step 5 Click on the ALL button to interrogate all the sirens in the system. Verify Current Site being Interrogated shows incrementing siren site numbers from 1-26 skipping any disabled sites and returns to None when interrogation task is completed.
- Step 6 Click on the ALL button to interrogate all the sirens in the system. Verify Current Site being Interrogated shows incrementing siren site numbers from 1-26. Before allowing the interrogation cycle to complete, press the Cancel button and verify cycle ceases immediately. Verify Current Site being Interrogated returns to None.

VERSION #1.000

Pass____ Fail____



Outdoor Warning System

3.1.10 Siren Site Communication Failure

DESCRIPTION

This test verifies that a loss of communication to each site will be reported through the Interrogation screen in the SIREN SYSTEM application.

SETUP

2. TEST

- Step 1 Click the Interrogate button on the Menu Bar to open the Interrogation pop-up window and decide on which Siren site to test.
- Step 2 Disconnect the Siren site's radio by removing the serial connection to the radio (ACE port P11).
- Step 3 Perform an interrogation to the selected Siren site by clicking on the associated site button on the Interrogation screen.
- Step 4 Confirm that an RTU Communication Failure alarm appears on the Interrogation screen (siren site number text should appear red) and is also received on the Siren Status screen for the appropriate Siren site.
 - * Please note that RTU Communication Fail alarms are determined independently on each FIU so this alarm will NOT necessarily appear on all computers unless the other FIU(s) interrogate that site as well.
- Step 5 Reconnect the Siren site's serial connection to the radio and interrogate the Siren site. Confirm the Siren site has returned to proper normal communication status.

Pass ____ Fail ____

VERSION #1.000



Outdoor Warning System

3.1.11 Siren Zone/All Sites Activation Quiet Test Command from Primary Computer

1. DESCRIPTION

There are two separate Siren Activation screens – Zone Siren Activation (default displayed when the Command button on the Menu Bar is pressed) is used to activate groups of sirens called zones (e.g. NW, NE, SW, SE) or ALL SITES and Individual Siren Activation (accessed from the Zone Siren Activation screen by clicking the Single Siren Activation button) is used for individual or any combination of sites siren testing. Each Siren Activation Screen contains buttons for the different siren activation sequences. The Activation screen contains Steady (3 min), Quiet Test, and Rotate Only. In Training Mode, the screen contains all of these buttons as well. The bottom row of buttons is consistent on all three screens as well and includes Clear Select, START and STOP.

This test demonstrates the sending of the Quiet Test command from the SIREN SYSTEM GUI Application to all of the Siren sites.

SETUP

Navigate to the Zone Siren Activation screen by clicking the Command button on the Menu Bar.

2. TEST

- Step 1 From the Siren Activation Computer bring up the Zone Siren Activation screen.
- Step 2 Send a command to all sites/zones by clicking the ALL SITES button (verify yellow indicator on all zone buttons and ALL SITES), clicking Quiet Test (verify yellow indicator) and START (verify change to blinking WAIT text).
- Step 3 Verify all the zone indicators change from solid yellow to light blue. Verify the Quiet Test indication changes from solid yellow to blinking light blue and yellow.
- Step 4 Verify the test siren is running an inaudible siren test.
- Step 5 Verify the computer shows the current siren activation from the appropriate FIU under Activations in Progress on the Menu Bar.
- Step 6 Two minutes after the activation is complete, the Primary FIU will automatically initiate an interrogation cycle to retrieve the siren activation results from all the sites involved in the activation.
* The user can monitor the Siren Status screen to watch the activation results report
- Step 7 Verify the computer shows the appropriate status for all siren sites.
- Step 8 Verify the siren activation report appears properly.

VERSION #1.000

Pass ____ Fail ____

Outdoor Warning System

3.1.12 Individual Siren Site Activation Command from Primary Computer

1. DESCRIPTION

There are two separate Siren Activation screens – Zone Siren Activation (default displayed when the Command button on the Menu Bar is pressed) is used to activate groups of sirens called zones (e.g. NW, NE, SW, SE) or ALL SITES and Individual Siren Activation (accessed from the Zone Siren Activation screen by clicking the Single Siren Activation button) is used for individual or any combination of sites siren testing. Each Siren Activation Screen contains buttons for the different siren activation sequences. The Activation screen contains Steady (3 min), Quiet Test, and Rotate Only. In Training Mode, the screen contains all of these buttons as well. The bottom row of buttons is consistent on all three screens as well and includes Clear Select, START and STOP.

This test demonstrates the sending of the Quiet Test command from the SIREN SYSTEM GUI Application to all of the Siren sites.

SETUP

Navigate to the Individual Siren Activation screen by clicking the Command button on the Menu Bar and then clicking the Single Siren Activation button.

2. TEST

- Step 1 Send a command to a Siren Site by clicking on the associated siren site button (verify yellow indicator), clicking Steady (3 min) button (verify yellow indicator) and START (verify change to blinking WAIT text).
- Step 2 Verify the site indicator changes from solid yellow to light blue. Verify the Steady (3 min) indication changes from solid yellow to blinking light blue and yellow.
- Step 3 Verify the simulated siren is operating properly with the appropriate timing.
- Step 4 Verify the siren activation indicators appear on the computer.
- Step 5 Verify the timing of the indicators to be within 5 seconds between the computer and the siren operation.

Pass____ Fail____

VERSION #1.000

Outdoor Warning System

3.1.13 Graphical User Interface – Siren Command Logger

1. DESCRIPTION

This test verifies that the SIREN SYSTEM Siren Command Logger screen functions properly.

This screen displays the last 100 Siren command sequences performed throughout the system. This log is actually stored and maintained by the FIU associated with the computer.

SETUP

Navigate to the Siren Command Logger screen by clicking on the Operator button and then clicking the Logger button.

2. TEST

- Step 1 Verify the Siren Command Logger shows each of the siren activation commands performed during this test.
- Step 2 Check proper Command Sequence is listed for each, sequence duration appears as expected, number of sirens effected, sequence number (starts 16xx for all commands sent from the Primary Activation computer when operating on the Plano prime site; 32xx for all commands sent from the Primary Activation computer when operating on the Allen prime site; 48xx for all commands sent from the Mobile-1 Activation computer; and 64xx for all commands sent from Mobile-2 Activation computer), and appropriate Start time and date.

VERSION #1.000

Pass____ Fail____

Outdoor Warning System

3.1.14 System Manager Screen – Active Yes/No Siren sites

1. DESCRIPTION

This test verifies that Siren sites can be enabled and disabled on the System Manager screen and this state is reflected throughout the system.

SETUP

Navigate to the System Manager Screen by clicking on the Operator button and clicking on the Manager button. The System Manager screen is only accessible if the User login and password have administrator rights.

2. TEST

- Step 1 Navigate to the System Manager screen.
- Step 2 Disable the siren site by clicking on the YES indication next to the siren site number and choose NO when prompted.
- Step 3 Navigate to the Map screen. Verify the associated siren site icon appears in gray.
- Step 4 Click the siren site icon to display the Siren Status screen. Verify all the status indications for the associated site are shown in gray.
- Step 5 Navigate to the Siren Activation screen by clicking the Activation button. Verify the associated site selection button is disabled.
- Step 6 Open the Interrogation pop-up window by clicking the Interrogate button on the Menu Bar. Verify the associated site button is disabled.
- Step 7 Navigate back to the System Manager screen and enable the siren site by clicking on the NO indication of the siren site that was disabled and choose YES when prompted.
- Step 8 Recheck the Map screen, Siren Status screen, Siren Activation screen, and Interrogation pop-up to be sure site has returned to normal status.

Pass____ Fail____

VERSION #1.000

Outdoor Warning System

3.1.15 System Manager Screen – Manual Report Generation

1. DESCRIPTION

The SIREN SYSTEM uses Microsoft Excel to generate siren activation reports. Reports are generated automatically following every siren activation involving any or all zones (i.e. reports are not automatically generated following individual siren activations).

Reports are saved under C:\Plano\Reports and have a file naming convention as follows: YYYY-MM-DD HHMMSS System Wide.xls.

SETUP

Navigate to the System Manager screen. Verify Microsoft Excel is running by making sure a flashing "Microsoft Excel NOT READY" indication does not appear in the bottom of the Menu Bar.

2. TEST

- Step 1 Navigate to the System Manager screen.
- Step 2 Click on the Sys Report button. The button text will turn green and blink to confirm the report is in the process of being created.
- Step 3 If the Report Print Enable option is selected, the report will be generated and printed to the Windows Default Printer. This is the case for the Primary Activation Computer so it will create and print out a report while the Mobile Activation computer will simply create the report.
- Step 4 Verify creation of the report by opening Windows Explorer and navigating to C:\Irving\Reports.

VERSION #1.000

Pass____ Fail____

3.2 ENHANCED DATA

3.2.1 Enhanced Data Context Activation

1. DESCRIPTION

Context Activation refers to the process a Radio uses to register for packet data service on the trunked system. For this test, the Radio is configured to initiate a context request with the system upon power-on.

SETUP

RADIO-1 - TALKGROUP 1 (Must be equipped with a display and initially Powered-off)

Note: RADIO-1 must have data capabilities enabled in the network manager.

VERSION #1.050

2. TEST

- Step 1. Power-on RADIO-1.
- Step 2. After a period of 10 seconds, observe that the radio is enabled for data services by the presence of a data icon on the radio display.
- Step 3. Using the menu buttons below the radio display, observe that the radio has a valid IP address

Pass____ Fail____



3.2.2 Preemption of Unprotected Data Channels for Voice

1. DESCRIPTION

Unprotected data channels can be preempted by radios requesting voice services. System Administrators can select the type of channel that is preempted first – P25 data or Enhanced Data.

SETUP

Protected P25 data channels – 0
Protected Enhanced Data Channels -0
Preferred data service – Enhanced Data
RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - Any Site

Note: Two channels in this test will be allocated for data services – Enhanced Data and P25 data

VERSION #1.060

2. TEST

- Step 1. Disable all channels at SITE 1 with the exception of the control channel, and 3 working channels.
- Step 2. Using an Enhanced data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that an enhanced data channel is allocated in ZoneWatch.
- Step 3. Using a P25 data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that a P25 data channel is allocated in ZoneWatch.
- Step 4. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call
- Step 5. Observe in ZoneWatch that all channels are allocated.
- Step 6. Key RADIO-2 on TALKGROUP 2 and observe that the radio can make a call to RADIO-3. Observe in ZoneWatch that the Enhanced Data channel is allocated, but the P25 data channel has been converted to a voice call.
- Step 7. End the Talkgroup Call established in Step 4. End the call between RADIO-2 and RADIO-3.
- Step 8. In the network manager, change the preferred data service from Enhanced Data to P25 data. Allow time for the parameter to be distributed to the target devices.
- Step 9. Repeat Steps 1-8 to observe that the data channel that is preempted and converted to voice is the Enhanced Data channel.
- Step 10. Return all the channels in the system to service.

Pass____ Fail____



Enhanced Data

3.2.3 Protected P25 Data Channels

1. DESCRIPTION

Protected P25 data channels cannot be preempted by radios requesting voice services. If no voice channel resources are available and data channels are allocated at or below the protected data channel limit, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence.

When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback tone alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup.

SETUP

Protected P25 data channels – 1
RADIO-1 - TALKGROUP 1
RADIO-1 - SITE - SITE 1
RADIO-2 - TALKGROUP 2
RADIO-2 - SITE - SITE 1
RADIO-3 - TALKGROUP 2
RADIO-3 - SITE - Any Site

VERSION #1.070

2. TEST

- Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel, 1 P25 data channel and one voice channel.
- Step 2. Using a P25 data capable radio, send continuous data messages at a cadence of 15 seconds. Observe that a P25 data channel is allocated in ZoneWatch.
- Step 3. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call.
- Step 4. Observe in ZoneWatch that all channels are allocated.
- Step 5. Key RADIO-2 on TALKGROUP 2 and observe that the radio receives a busy. Observe in ZoneWatch that the data channels are allocated and RADIO-2 is in the busy queue.
- Step 6. End the Talkgroup Call established in Step 4.
- Step 7. Observe RADIO-2 receives the callback tone and can now make a call to RADIO-3 upon receipt of the callback indication.
- Step 8. End the call between RADIO-2 and RADIO-3.
- Step 9. Return all the channels in the system to service.

Pass____ Fail____

3.3 LOCATION SERVICE

3.3.1 Location Information Received

1. DESCRIPTION

The Location system will receive information on the provisioned subscribers in order to appropriately map the units on a mapping service.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

Location services installed and configured for 15 second updates

RADIO-1 - GPS-enabled and provisioned with Location Service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the location client expand the device details for RADIO-1.
- Step 2. Verify that the Latitude, Longitude and update time are shown for RADIO-1.
- Step 3. Move the RADIO-1 location enough to cause the RADIO to report a new GPS location. Verify that the new location information is received. (will take a few seconds depending on the polling frequency, should be configured for 15 seconds in this case.)

Pass____ Fail____

Location Service

3.3.2 Location Update Request

1. DESCRIPTION

The Mapping Client can perform an "immediate location" request from a device. This information gets relayed to the location system and the subscriber.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

MotoMapping Client installed.

RADIO-1 - GPS-enabled and provisioned on the location service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the mapping client, expand the device details for RADIO-1 so that the Latitude, Longitude and update time are shown.
- Step 2. Select RADIO-1 on the map and right click over it, this will display a pop up box.
- Step 3. Select "Request Immediate Update" from the displayed options.
- Step 4. Monitor the "update time" field displayed for RADIO-1 and verify that a location update is received on the Mapping Client. (this may take several seconds to arrive)

Pass____ Fail____



Location Service

3.3.3 Location Updates

1. DESCRIPTION

The Location Service send updates at configured time intervals. These intervals can be updated which will send a message to the subscriber updating the reporting parameters.

Note: Location requires reception of a clear GPS signal which may not always be possible in the CCSi environment. Location tests are not recommended for staging but rather for the final destination when it is possible to perform outdoor tests more easily.

SETUP

MotoMapping Client installed

RADIO-1 - GPS enabled and provisioned on the Location Service

Note: It is possible that an external GPS antenna may be required if testing inside CCSi.

VERSION #1.020

2. TEST

- Step 1. From the device list on the mapping client, expand the device details for RADIO-1. This will display the Latitude, Longitude and the update time.
- Step 2. Select RADIO-1 on the map and right click to bring up a pop up box.
- Step 3. Select the option "Set Location Update Frequency" and update the parameter "Delta Time to Min=30 seconds. Verify that RADIO-1 is updating every 30 seconds by looking at the device list.

Pass____ Fail____

SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____



STATEMENT OF WORK

4.1 OUTDOOR WARNING SYSTEM UPGRADE

Motorola is proposing to the City of Fort Worth, TX the installation and configuration of the following equipment to upgrade the existing Outdoor Warning System.

Site Name	Major Equipment
ACE3600 and ACE1000 Solution	Configure ACE1000 RTUS & ACE3600 FEPs to operate with the existing Siren system – based on assumptions listed below

The document delineates the general responsibilities between Motorola and the City of Fort Worth as agreed to by contract.

4.1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the configuration of the system as described in the System Overview of the Motorola supplied equipment described above.
- Provide connections from the back of the Primary and Backup FEP radios to the 16 DO/DI module to indicate when the radio reboots which may indicate a core switch on the DSR.
- Provide appropriate IP addressing for all of the Siren and FEP radios as well as CEN-connected FEPs and Control Centers.
- Schedule the implementation in agreement with the City of Fort Worth.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

4.1.2 CITY OF FORT WORTH RESPONSIBILITIES

The City of Fort Worth will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Fort Worth general responsibilities include the following:

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all City of Fort Worth vendors or other contractors.
- Motorola assumes all existing siren poles are able to accommodate the new ACE3600/ACE1000 RTU with NEMA Housings. Any new poles required, or modifications required to existing poles and mounting locations, for the install of the ACE3600/ACE1000 RTU is the City's responsibilities.
- The City is responsible for providing a rack for the ACE3600 FEP units.
- All physical installation of the FEPs and RTUs proposed will be performed by the City, including but not limited to providing miscellaneous hardware needed, providing and fixing enclosures at the RTU locations, antenna systems installations, any custom hardware and cabling etc.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- An RS232 or I/O interface is possible to control/monitor the existing Whelen sirens. Any additional hardware necessary for this interface is the responsibility of the customer.
- All 147 sirens have the ability to provide power (12 – 24vdc) and solar capacity to support the new ACE1000 RTU and APX4000 portable radio.
- APX4000 portable radios for the Siren RTUs and the APX6500 mobile radios for the Siren FEPs are included with this quotation but antenna hardware and installation is NOT included. The antenna system will be a City of Fort Worth responsibility.
- This quotation does NOT include installation including but not limited to mounting the Siren ACE1000 RTUs in an appropriate enclosure (enclosure also NOT included), any interface wiring between the siren and the ACE1000 to provide control, monitoring and power.
- All sirens are mechanical in operation, no Live PA functionality required.
- The ACE1000 does NOT include an enclosure. One must be provided by the City or the ACE1000 may be able to mount inside the Whelen Siren. If an external enclosure is provided, it is recommended that a tamper switch be included and to have the switch wired into the Whelen tamper circuitry.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal. Any additional mobile radio or antenna system required to meet coverage requirements will be an addition to this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.



4.2 GPS AND ENHANCED DATA ADD

Motorola is proposing to the City of Fort Worth, TX the installation and configuration of the following licenses and firmware at the specified locations to implement the GPS and Enhanced Data feature.

Site Name	Major Equipment
Eagle Mountain Master	<ul style="list-style-type: none">• Install the GPS license on the UNS• Install the Enhanced Data System and User Licenses to the Core• Upgrade
Rolling Hills	<ul style="list-style-type: none">• Install the Enhanced Data System and User Licenses to the Core
TMS	<ul style="list-style-type: none">• Install the Enhanced Data System and User Licenses to the Core
All RF sites (13 Total)	<ul style="list-style-type: none">• Download Enhanced Data operation at all RF Sites, 13 total
Existing Portables	Provide 1942 Flash Upgrades and GPS Antenna

The document delineates the general responsibilities between Motorola and the City of Fort Worth as agreed to by contract.

4.2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied software /firmware described above.
- Schedule the implementation in agreement with the City of Fort Worth
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.

4.2.2 CITY OF FORT WORTH RESPONSIBILITIES

City of Fort Worth will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. City of Fort Worth general responsibilities include the following:

- Provide site access to all buildings, equipment shelters, and /or towers required for system installation
- Obtain all licensing, site access, or permitting required for project implementation.
- Coordinate the activities of all City of Fort Worth vendors or other contractors.
- Flash the existing 1942 subscribers with the Flash upgrade software /firmware provide by Motorola.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the City of Fort Worth.

Any required system interconnections not specifically outlined here will be provided by the City of Fort Worth. These may include dedicated phone circuits, microwave links or other types of connectivity



EQUIPMENT LIST

5.1 OUTDOOR WARNING SYSTEM UPGRADE

QTY	NOMENCLATURE	DESCRIPTION
Front End Processor (FEP) Hardware - CEN-connected (DSR)		
2	F7509	ACE 3600 MAIN MODEL
2	V448	ADD: ACE3600 CPU3680
2	V212	ADD: PLUG-IN ETHERNET 10/100 M PORT
2	V261	OPTN,CHGR,ADD: AC PWR PS 100-240 V W/ BAT CHGR
2	V328	ADD: 10 AH BACKUP BATTERY
2	VA00196	ADD: ASTRO 25 DIGITAL TRUNKING
2	VA00201	ADD: 700/800MHZ MOBILE RADIO
2	V051	19 ADJUSTABLE INSTAL BRACK
2	V120	ADD: CHASSIS FOR 19? RACK MTG
2	V103	ADD: 3 I/O SLOTS FRAME
2	V480	ADD: 16 DO / DI FET
Front End Processor (FEP) Hardware - Radio-Based (Transportables)		
2	F7509	ACE 3600 MAIN MODEL
2	V448	ADD: ACE3600 CPU3680
2	V212	ADD: PLUG-IN ETHERNET 10/100 M PORT
2	V261	OPTN,CHGR,ADD: AC PWR PS 100-240 V W/ BAT CHGR
2	V114	ADD: 6.5 AH BACKUP BATTERY
2	VA00196	ADD: ASTRO 25 DIGITAL TRUNKING
2	VA00201	ADD: 700/800MHZ MOBILE RADIO
2	V214	ADD: 38 X 38 CM METAL CHASSIS
Siren ACE1000 Hardware & Software + APX4000 Portable Radios		
147	F0016	ACE 1000 CPU 1010 MODULE
147	VA00148	ADD: WALL MOUNT INSTALLATION KIT
147	VA00599	ADD:MIXED IO 7DI/6DO/1AO/3AI HW ONLY NO LIC
147	VA00155	ADD:DC POWER CABLE
147	VA00147	ADD: FRONT CABLE COVERS
147	VA00006	ADD: 2XRS-232 PORT / AUX PLUG-IN BOARD
147	FLN0042	APX4000 INSTALLATION KIT
147	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
147	H207	DEL: DELETE BATTERY
0	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
0	Q629	ENH: AES ENCRYPTION

147	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
147	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
147	H112	DEL: DELETE STANDARD ANTENNA
147	G996	ADD: PROGRAMMING OVER P25 (OTAP)
Spare Siren ACE1000 Hardware + APX4000 Portable Radios		
5	F0016	ACE 1000 CPU 1010 MODULE
5	VA00148	ADD: WALL MOUNT INSTALLATION KIT
5	VA00599	ADD:MIXED IO 7DI/6DO/1AO/3AI HW ONLY NO LIC
5	VA00155	ADD:DC POWER CABLE
5	VA00147	ADD: FRONT CABLE COVERS
5	VA00006	ADD: 2XRS-232 PORT / AUX PLUG-IN BOARD
5	FLN0042	APX4000 INSTALLATION KIT
5	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
5	H207	DEL: DELETE BATTERY
0	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
0	Q629	ENH: AES ENCRYPTION
5	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
5	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
5	H112	DEL: DELETE STANDARD ANTENNA
5	G996	ADD: PROGRAMMING OVER P25 (OTAP)
OPTIWARN Computer Hardware and Software		
2	OWWSHW-191	OptiWarn Operator Workstation
2	OW-TRANS	OptiWarn Transportable Control Center
1	OWPSL-0191	OptiWarn Primary Software License for ≤191 Sirens
3	OWSSL-0191	OptiWarn Secondary Software License for ≤191 Sirens
1	OW-DSR	OptiWarn Dynamic System Resiliency (DSR) Support
1	OW-POLY	OptiWarn Control Center Polygon Activation
1	OW-ANSW	OptiWarn Alarm Notification License
1	OW-ANSMS	OptiWarn Alarm Notification SMS Modem
2	OW-RPRN	OptiWarn Report Printer
4	OWF-191SW	OptiWarn FEP-191 Software License (one per FEP)
147	OWS-191SW	OptiWarn Siren Controller Software License (one per siren)
1	OWNWS-0191	OptiWarn Control Center National Weather Service Option for ≤191 Sirens - UPGRADE

5.2 GPS AND ENHANCED DATA ADD WITH RADIO MANAGEMENT

		GPS
1	T8108	UNS DEVICE EXPANSIONS
1	CA03096AA	ADD: ADDITIONAL DEVICES TO AN EXISTING SERVICE
2	UA00440AA	ADD: ADDITIONAL 1000 DEVICES FOR LOCATION FOR UNS 4.0 AND BEYOND
		ENHANCED DATA
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	CA02389AA	ENH: TRUNKED ENHANCED DATA
4	CA02473AA	ENH: 500 ENHANCED TRUNKED DATA USER LICENSES
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
6	CA03010AA	ADD:SIMUL REM ST LC EXP IV&D-ENDATA
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA03002AA	ADD:SITE RPTR SC EXP IV&D- ENH DATA
1	T7140	G-SERIES SOFTWARE UPGRADE
1	CA03002AA	ADD:SITE RPTR SC EXP IV&D- ENH DATA
		SUB FLASH
1	T7664	DIGITAL SMARTZONE
1942	QA00782AE	ENH: APX GPS ACTIVATION
1942	QA03399AB	ADD: ENHANCED DATA
		SUB ANTENNAS
50	NAF5085A	700/800- GPS ANTENNA
		RADIO MANAGEMENT SERVER
1	DSSUBSERVER4	RACK MOUNT WINDOWS SERVER
2	DSSUBDESKTOP	WINDOWS DESKTOP
2	T7885	MCAFEE WINDOWS AV CLIENT
2	T7448	WINDOWS SUPPLEMENTAL FULL CONFIG
2	DSTG191	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	PMKN4012B	PORTABLE PROGRAMMING CABLE
1	HKN6184C	CABLE CH, PROGRAMMING,USB
1	RVN5224AH	PURCHASED SOFTWARE,CPS R15.00.02 GLOBAL APX DVD

1	T7914	RADIO MANAGEMENT ONLINE
2500	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE



MAINTENANCE AND SUPPORT

6.1 OUTDOOR WARNING SYSTEM UPGRADE

The below listed maintenance services have been included in this proposal, at no charge for the first year. Additional pricing for out years has been provided on the pricing page.

Short Description	Detailed Description
Annual extended OWPSL-0191 Application Software Warranty Support	Annual extended SW support for OWPSL-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), InTouch application software, ACE Firmware, AntiVirus or other applications.
Annual extended OWSSL-0191 Application Software Warranty Support	Annual extended SW support for OWSSL-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), InTouch application software, ACE Firmware, AntiVirus or other applications.
Annual extended OWNWS-0191 Application Software Warranty Support	Annual extended SW support for OWNWS-0191, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support. Does not include upgrades, OS (Windows), ACE Firmware, AntiVirus or other applications.
Annual extended OWF-191SW Application Software Warranty Support	Annual extended SW support for OWF-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.
Annual extended OWC-191SW Application Software Warranty Support	Annual extended SW support for OWC-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.
Annual extended OWS-191SW Application Software Warranty Support	Annual extended SW support for OWS-191SW, 2nd through max 7 years. Includes Same Business Day telcon support. Remote access required. Annual service includes bug fixes and telcon support.

The above stated maintenance covers the proposed OPTIWARN hardware/Software. Motorola supplied APX4000 radios and ACE 1000 units will be covered via the spare parts cache included. Any maintenance services required for the ACE1000 units or onsite support will be available on a time and materials basis.

The estimated per unit price for an additional spare ACE 1000 equipped with the APX4000 radio is \$4360

The below listed software upgrade subscriptions (for out years) have been included in the proposal pricing page:

Short Description	Detailed Description
Software Upgrade Program for OptiWarn Control Center Primary Server License OWPSL-0191 for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications, OS S/W, InTouch S/W, ACE STS S/W. Provides service packs and upgrades if applicable. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Control Center Secondary Server License OWSSL-0191 for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications, OS S/W, InTouch S/W, ACE STS S/W. Provides service packs and upgrades if applicable. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Control Center National Weather Service Option for ≤191 Sirens	Software Upgrade Program starting with 2nd year. Max 7 years. Includes National Weather Service Software and Application only. Does not include OptiWarn computer hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn FEP OWF-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn CEN Unit OWC-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.
Software Upgrade Program for OptiWarn Siren Controller Interface OWS-191SW Application	Software Upgrade Program starting with 2nd year. Max 7 years. Includes OptiWarn Applications and ACE CPU Firmware. Provides service packs and upgrades. Does not include ACE or Radio hardware if required for upgrade. This does not include services for the upgrade. Contact ITS for upgrade services quote.

The proposed ACE1000 and radio units are not part of the Software Upgrade program. It is not expected that software upgrades will be required for these units. However if such a need does arise Motorola will present the City with the updated pricing in order to add those service to the proposed SUA contract.

6.2 GPS AND ENHANCED DATA ADD

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems Agreement within this proposal.



PRICING / HGAC

7.1 OUTDOOR WARNING SYSTEM UPGRADE

Description	Pricing
Qty (152) APX4000 Subscriber Units	\$ 338,200
ACE3600/ACE1000 Hardware and Software	\$ 245,121
OPTIWARN Solution – Hardware, Software and Licenses <i>(Includes license to interface to Ft Worth's existing Weather Warn system)</i>	\$ 180,473
Turn key Integration Services	\$ 127,769
OUTDOOR WARNING SYSTEM TOTAL	\$ 891,563

OWS (Optional) Extended Maintenance

	OPTIWARN Extended Maintenance	OPTIWARN Software Upgrade Program
Year 1	Included	
Year 2	\$ 47,058	\$ 64,290
Year 3	\$ 47,058	\$ 64,290
Year 4	\$ 47,058	\$ 64,290
Year 5	\$ 47,058	\$ 64,290
Year 6	\$ 47,058	\$ 64,290
Year 7	\$ 47,058	\$ 64,290

7.2 GPS AND ENHANCED DATA ADD

Description	Pricing
Equipment Cost	\$ 751,706.00
Installation Cost	\$ 58,833.00
GPS and ENHANCED DATA ADD, SYSTEM TOTAL	\$ 810,538.00

7.3 COMBINED SYSTEM PRICING

Motorola is pleased to provide the following equipment and services to City of Fort Worth, TX:

Description	Pricing
Outdoor Warning System	\$ 891,563.00
GPS and Enhanced Data System Upgrade	\$ 810,538.00
System Subtotal	\$ 1,702,101.00
System Purchase Incentive (Signed Contract and PO must be issued before 12/21/2017 to qualify)	(\$100,000)
COMBINED SYSTEM TOTAL	\$ 1,602,101.00



Exhibit D

Motorola/H-GAC Radio Communications Equipment & Systems Agreement

City of Fort Worth
Outdoor Warning System Upgrade
GPS and Enhanced Data Add



Motorola Solutions Confidential Restricted

December 5, 2017
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Exhibit D 1

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
MOTOROLA SOLUTIONS, INC.
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No. **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No. **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract, and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the H-GAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:

DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:

TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:

TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:

GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:

PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC

- 3 **END USER** will submit order(s) electronically through **CONTRACTOR'S** on-line ordering process or issue Purchase Order(s) directly to **CONTRACTOR** at contract prices, and also submit a copy to **H-GAC**.
- 4 The **H-GAC CONTRACTOR** will deliver products/services as specified by the contract between **CONTRACTOR** and **H-GAC**, and invoice each **END USER** for (1) products/services purchased and (2) **H-GAC'S** applicable order processing charge.
- 5 Upon delivery, acceptance, and receipt of an **H-GAC CONTRACTOR'S** documented invoice, **END USER** shall pay the **H-GAC CONTRACTOR** the full amount of the invoice.
- 6 For orders of less than \$100,000, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to **H-GAC** on a monthly basis. For orders of \$100,000 or more, **CONTRACTOR** will promptly pay to **H-GAC** any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by **Motorola**.
- 7 Failure to promptly remit **H-GAC'S** order processing charges may result in sanctions including, but not limited to, contract termination.
- 8 **CONTRACTOR** shall be responsible for delivery and acceptance of each unit by **END USER**, according to the requirements of the specifications, this Contract, and purchase order issued to **CONTRACTOR** by an **END USER**. All required equipment tests shall be borne by **CONTRACTOR**.
- 9 **CONTRACTOR** shall promptly provide **H-GAC** and **END USER** with all information pertaining to delivery schedules. **CONTRACTOR** shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
- 10 All prices are F O B **END USER'S** location with all transportation charges prepaid and included in any invoice.
- 11 All pricing shall be based on the current contract unless the **H-GAC CONTRACTOR** prior to receipt of **END USER'S** purchase order for delivery of any products/services has received **H-GAC'S** prior written approval for any price increases.
- 12 The **H-GAC CONTRACTOR** agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable **H-GAC** order processing charge. The **CONTRACTOR** agrees to encourage **END USERS** to execute authorizing Interlocal contracts with **H-GAC**.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER'S** purchase order is placed.

ARTICLE 21:

PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER'S** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER'S** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER'S** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER'S** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.


ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]


CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission. Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

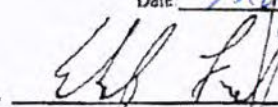
Signed for Houston-Galveston
Area Council, Houston, Texas:


Jack Steele, Executive Director

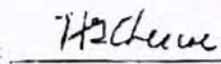
Attest for Houston-Galveston
Area Council, Houston, Texas:


Deirdre Vick, Director of Public Services
Date: May 5, 2015

Signed for Motorola Solutions, Inc.
Farmers Branch, Texas:


Printed Name & Title: Edward Furst MSSSI Vice President
Date: 4/30 2015

Attest for Motorola Solutions, Inc.
Farmers Branch, Texas:


Printed Name & Title: Howard Cherloe MSSSI V.P.
Date: 4/30 2015

Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-15

Product Category	Description	Base Offered Price
OA, OB, OC	<i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i>	See APC Discounts per ECAT Pricebook Effective 2/14/2015
OD	Motorola Integration Services LMR	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	Project Management Daily Rate*	\$ 1,818.00
OD	System Technologist Daily Rate*	\$ 2,173.00
OD	Standard Shop Installation Hourly Rate*	\$ 150.00
OD	Standard Shop Installation Daily Rate*	\$ 1,200.00
OD	Mobile Radio Installation*	\$180-\$500
OD	Radio Programming*	\$55-\$125
OD	Data Installation*	\$180-\$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
OD	Motorola Integration Services Advanced Services	
	Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
OD	NG9-1-1 Consulting Services-Daily Rate*	\$1,694
OD	Security Project/Program Management-Daily Rate*	\$1,694
OD	Wireless Security Technician-Daily Rate*	\$1,580
OD	Security Penetration Tester (Wired Network)-Daily Rate*	\$1,580
OD	Security Trainer-Daily Rate*	\$1,328
OD	Application Security Code Reviewer-Daily Rate*	\$2,033
OD	IT Incident Response and E-Discovery Assistance-Daily Rate*	\$1,694
OD	IT Disaster Recovery Planner-Daily Rate*	\$1,580
OD	IT Disaster Recovery Plan Tester-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Planner-Daily Rate*	\$1,580
OD	Business Continuity/Continuity of Government Plan Tester-Daily Rate*	\$1,580
OD	Mobile Application Services Project Management-Daily Rate*	\$565
OD	Mobile Application Services Solution Architect-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Design-Daily Rate*	\$2,033
OD	Mobile Application Services Application and Solution Implementation-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Project Management-Daily Rate*	\$1,694
OD	Application Integration and Customization Services Solution Architect-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Design-Daily Rate*	\$2,033
OD	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	\$1,694
OD	Unified Communications Services Project Management-Daily Rate*	\$1,694
OD	Unified Communications Services Solution Architect-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Design-Daily Rate*	\$2,033
OD	Unified Communications Services Application and Solution Implementation-Daily Rate*	\$1,694

OD	Consulting Services Project Management-Daily Rate*	\$1,694
OD	Consulting Services System Engineer-Daily Rate*	\$1,694
OD	Consulting Services Solution Architect-Daily Rate*	\$2,033
OD	Consulting Services Internet Protocol Network Accessment-Daily Rate*	\$2,033
OD	Consulting Services IP Network Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	\$2,033
OD	Consulting Services Customr Network Interface Design and Integration-Daily Rate*	\$2,033

APC DISCOUNTS PER ECAT PRICEBOOK

001	Portable Radiophone (Portables)	20%
020	CAD Equipment	List
039	CAD Equipment	5%
068	CAD Equipment	10%
232	CAD Equipment	5%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
548	CAD Equipment	10%
702	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	13.50%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%

740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%
708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List

904	Lifecycle Services	List
905	Lifecycle Services	List
051	LTE	10%
052	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
375	LTE	List
708	LTE	17%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	26.50%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	10%
500	Mobile Stations	25%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
422	MOTOTRBO	10%
475	MOTOTRBO	10%
516	MOTOTRBO	10%
557	MOTOTRBO	10%
563	MOTOTRBO	10%
777	MOTOTRBO	10%
131	Network Products	10%
147	Network Products	10%

207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15.00%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
941	Paging/Recievers	15%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
037	Portable Radiophone (Portables)	10%
087	Portable Radiophone (Portables)	10%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
453	Portable Radiophone (Portables)	20%
456	Portable Radiophone (Portables)	20%
458	Portable Radiophone (Portables)	20%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	20%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	33.50%
687	Portable Radiophone (Portables)	20%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25.00%
756	Portable Radiophone (Portables)	25.00%

785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
279	Records Management Software	List
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List
769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
85	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
080	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
606	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%

Exhibit E

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service.

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Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an



escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY**

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Motorola Solutions Confidential Restricted

Exhibit E 3

MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

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Exhibit E 4

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



CITY COUNCIL AGENDA



COUNCIL ACTION: Approved on 12/5/2017 - Ordinance No. 23027-12-2017

DATE: 12/5/2017 **REFERENCE NO.:** C-28495 **LOG NAME:** 04MOTOROLA GPS/OUTDOOR WARNING PURCHASE AGREEMENT
CODE: C **TYPE:** NON-PUBLIC **HEARING:** NO
SUBJECT: Authorize Execution of a System Purchase Agreement with Motorola Solutions, Inc., in an Amount of \$1,602,101.00, Using a Cooperative Purchasing Agreement for the Information Technology Solutions Department, Adopt Appropriation Ordinance Increasing Estimated Receipts and Appropriations in the Information Technology Solutions Capital Projects Fund in the Amount of \$330,630.00 (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize:

1. The execution of a System Purchase Agreement with Motorola Solutions, Inc., in the amount of \$1,602,101.00, using Houston-Galveston Area Council (HGAC) Contract RA05-15 for the Information Technology Solutions Department for the acquisition and implementation of GPS capabilities for radios on the Fort Worth Public Safety Communications System, upgrade of the Outdoor Warning System, and the establishment of a discount program for radios and associated equipment and services.
2. Adopt the attached Appropriation Ordinance increasing estimated receipts and appropriations in the Information Technology Solutions Capital Projects Fund in the amount of \$330,630.00.

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the Fort Worth Regional Radio System (FWRRS), utilized by most City departments and almost 50 external government entities. The largest user is the Fort Worth Police Department. In addition to the standard vehicle radios, most officers carry a portable handheld radio for use when they are not in a vehicle.

Technological enhancements now enable the use of GPS with the handheld radio. When in use, the location of the GPS-capable radios may be tracked. Locations of the units may be depicted on maps on computers and handheld devices such as smartphones. With this capability, an incident commander will be able to track the location of responding officers engaged in planned events, such as the races at Texas Motor Speedway or responding to requests for service. The capability is especially critical if an officer is disabled and unable to respond to standard radio calls.

In addition, the proposed acquisition will also have the capability to support the City's Outdoor Warning System (OWS), consisting of 147 warning sirens located throughout the City. The use of the radio system's data capabilities will minimize the potential of unauthorized activations or disruptions of the system; provide the capability to continuously monitor the health of the system; and employ an improved user interface to more accurately tailor activations to alerts and warnings issued by the National Weather Service.

Total cost of the additions from Motorola is \$ 1,602,101.00. Staff recommends acceptance of the proposal and execution of the System Purchase Agreement (Agreement). The Information Technology Solutions (ITS) Department will use Houston-Galveston Area Council (HGAC) Contract RA05-15 for the acquisition and implementation of these capabilities on the FWRRS. In addition to this Agreement, the project will incur additional implementation costs of approximately \$239,067.00. These will be procured in accordance with City purchasing policy and process in the course of the project.

	Expenses by Project		
	OWS	GPS	TOTAL
Motorola Agreement	\$791,563.00	\$810,538.00	\$1,602,101.00
Implementation	\$239,067.00	-	\$239,067.00
Total	\$1,030,630.00	\$810,538.00	\$1,841,168.00

Funding for OWS is from the FY18 IT Capital Plan and savings from the capital Rebanding Project. The GPS capability is part of the P25 Radio System Project and funds are available in that project for this effort.

FUNDING	OWS
ITS Capital Project Fund - FY18IT Capital Plan	\$700,000.00
Information Systems Capital Project - Rebanding Project Savings	\$330,630.00
Total	\$1,030,630.00
	GPS
Information Systems Capital Project - P25 Radio System Project	\$810,538.00

Beginning in Fiscal Year 2019, ongoing maintenance and support costs for the Outdoor Warning System will total \$110,000.00 annually and will be included in the Information Technology Solutions allocation.

Execution of this Agreement will also establish a four-year discount program for the City and all primary members of the TWRRS for the purchase of radios and other system equipment and services. Discounts are in addition to the HGAC discounts and require no minimum purchase commitments.

COOPERATIVE PURCHASE - State law provides that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies any state law requiring that the local government seek competitive bids for purchase of the item. The HGAC contract was competitively bid to increase and simplify the purchasing power of government entities across the State of Texas.

SUCCESSOR CONTRACTS – The City will use HGAC Contract RA05-15 to purchase equipment and services under the Agreement. HGAC Contract RA05-15 expires April 30, 2018, subject to extension upon mutual Agreement of Motorola Solutions, Inc. and HGAC. If HGAC Contract RA05-15 is extended, this M&C authorizes the City to purchase similar equipment and services under the

extended contract. If HGAC Contract RA05-15 is not extended but HGAC executes a new cooperative contract with Motorola Solutions, Inc. with substantially similar terms as HGAC Contract RA05-15, this M&C authorizes the City to purchase equipment and services under the new HGAC contract.

AGREEMENT TERMS - Upon City Council's approval, this Agreement will commence upon final execution of the System Purchase Agreement and continue for four years.

M/WBE OFFICE - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the ITS Department and approved by the M/WBE office, in accordance with the BDE Ordinance, because the purchase of goods or services is from source(s) where subcontracting or supplier opportunities are negligible.

ADMINISTRATIVE CHANGE ORDER - An administrative change order or increase may be made by the City Manager for an amount up to \$100,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendation, funds will be available in the Information Technology Solutions Capital Projects budget, as appropriated, and that prior to an expenditure being made, the Information Technology Solutions Department has the responsibility to validate the availability of funds.

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:

Susan Alanis (8180)

Originating Department Head:

Kevin Gunn (2015)

Additional Information Contact:

Ron Burke (2655)

Alan Gorton (8484)

ATTACHMENTS

[04MOTOROLA GPS-OUTDOOR WARNING PURCHASE AGREEMENT_04_AO_18.docx](#)

[Motorola 1295 GPS and Enhanced Data.pdf](#)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions
Farmers Branch, TX United States

Certificate Number:
2017-268680

Date Filed:
10/04/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Fort Worth

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.

Contract #RA05-15
GPS and Enhanced Data Add

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



S. Bradley Rice

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Steven Bradley Rice, this the 16 day of October, 2017, to certify which, witness my hand and seal of office.

Darnell L. Carrillo
Signature of officer administering oath

Darnell L. Carrillo
Printed name of officer administering oath

Notary
Title of officer administering oath



CITY SECRETARY
CONTRACT NO. 50054-A1

**AMENDMENT NO. 1 TO
CITY SECRETARY CONTRACT NO. 50054
SYSTEM PURCHASE AGREEMENT BETWEEN
THE CITY OF FORT WORTH AND
MOTOROLA SOLUTIONS, INC.**

This Amendment is made between the City of Fort Worth ("City"), a municipal corporation, acting herein by and through Susan Alanis, its duly authorized Assistant City Manager and MOTOROLA SOLUTIONS, INC. ("Consultant"), acting herein through Neil Thomas, its duly authorized MSSSI Vice President.

WHEREAS, the City and Consultant entered into a System Purchase Agreement for Radio Systems identified as Fort Worth City Secretary Contract No. 50054 ("Agreement") beginning December 18, 2017 and expiring December 17, 2021; and

WHEREAS, the Agreement provides for the purchase of Motorola Solutions, Inc. radio system equipment, software and services for the Fort Worth Regional Radio System; and

WHEREAS, the Agreement is not to exceed \$1,602,101.00.

WHEREAS, it is the collective desire of both the City and Consultant to amend the Agreement to increase the amount of the contract by \$3,364,284.00 using Houston-Galveston Area Council (H-GAC) Contract RA05-18 for the purchase of radios, repair services, parts and accessories under the existing Motorola discount program through December 17, 2021.

NOW, THEREFORE, the City and Consultant, acting herein by and through their duly authorized representatives, enter into this Amendment which amends the Agreement as follows:

1.

Section 6 of the Agreement is hereby amended as follows:

H. Additional Purchases. The City may purchase up to \$3,364,284.00 in radios, repair services, parts and accessories available through Motorola under H-GAC contract RA05-18 on an as-needed basis through December 17, 2021. The City will issue individual purchase orders for the additional purchases, to be paid by invoice according to the respective purchase order and will not be bound by Section 6 Payment Schedule Parts A and B.

2.

All other provisions of the Agreement that are not expressly modified or amended herein shall remain in full force and effect.

(signature page follows)

Motorola Solutions, Inc.
Amendment No. 1 to City Secretary Contract No. 50054

**OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX**

Page 1 of 2

Executed and Agreed this 15th day of September, 2018.

CITY OF FORT WORTH:

By: [Signature]
Susan Alanis
Assistant City Manager

Date: 9/17/18

MOTOROLA SOLUTIONS, INC.:

By: [Signature]
Neil Thomas
MSSSI Vice President

Date: 9/13/2018

**APPROVED AS TO FORM
AND LEGALITY:**

By: [Signature]
John B. Strong
Assistant City Attorney

ATTEST:

By: [Signature]
Mary J. Kayser
City Secretary



Contract Authorization:

M&C: P-12247

Date Approved: September 11, 2018

Form 1295 Certification No.: 2018-386556

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: [Signature] 9/13/18
Steve Streiffert
Assistant Director, IT Solutions



CITY COUNCIL AGENDA



COUNCIL ACTION: Approved on 9/11/2018

DATE: 9/11/2018 **REFERENCE NO.:** **P-12247 **LOG NAME:** 13P18-00434885 MOTOROLA RADIO PARTS AND RELATED EQUIPMENT ITS
CODE: P **TYPE:** CONSENT **PUBLIC HEARING:** NO
SUBJECT: Authorize Execution of an Amendment to City Secretary Contract No. 50054, System Purchase Agreement for Additional Radios and Other System Equipment and Services for the Information Technology Solutions Department with Motorola Solutions, Inc. Using Houston-Galveston Area Council Contract No. RA05-18, or its Successors, for Three One-Year Terms for a First-Year Amount of \$1,016,400.00, Second Year Amount of \$1,118,040.00 and Third Year Amount of \$1,229,844.00 (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council authorize the execution of an amendment to City Secretary Contract No. 50054 for the existing System Purchase Agreement for additional radios and other system equipment and services for the Information Technology Solutions Department with Motorola Solutions, Inc. using Houston-Galveston Area Council Contract No. RA05-18, or its successors, for three one-year terms for a first-year amount of \$1,016,400.00, Second Year amount of \$1,118,040.00 and Third Year amount of \$1,229,844.00 .

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the Fort Worth Regional Radio System (FWRRS), utilized by most City departments and almost 50 external government entities. Mayor and Council Communication (M&C C-28495) authorized a System Purchase Agreement with Motorola Solutions, Inc. (Motorola) in an amount of \$1,602,101.00 using Houston-Galveston Area Council (H-GAC) Contract RA05-15 for the acquisition and implementation of GPS capabilities, upgrade of the City's Outdoor Warning System (OWS) and establishment of a four-year discount program for the purchase of radios, other system equipment and services. The discount program as negotiated by IT Solutions includes additional discounts of up to 20% off H-GAC pricing for equipment and a discount of up to 5% for services.

M&C C-28495 authorized the City to purchase similar equipment and services under successive contracts, stating if H-GAC Contract RA05-15 is not extended but H-GAC executes a new cooperative contract with Motorola Solutions, Inc. with substantially similar terms as H-GAC Contract RA05-15, that M&C authorizes the City to purchase equipment and services under the new H-GAC contract. H-GAC Contract RA05-18 is the successive contract to H-GAC Contract RA05-15.

This M&C will authorize the City to continue purchasing radios, repair services, parts and accessories on an as-needed basis from Motorola using H-GAC Contract RA05-18, in an amount of \$1,016,400.00 for the first year. Future years' expenditures are expected to rise 10 percent each year as follows: \$1,118,040.00 in year two and \$1,229,844.00 in year three for a three-year total authorization of \$3,364,284.00.

Other terms and conditions of the existing Agreement remain the same.

P-12247

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2018-386556

Date Filed:
07/31/2018

Date Acknowledged:

9/14/18

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions, Inc
Plano, 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 Fort Worth

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.

H-GAC RA05-18
Communication Services and Equipment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



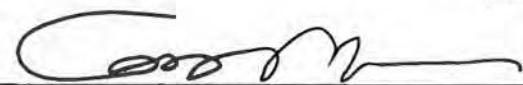
6 UNSWORN DECLARATION

My name is Casey Moore, and my date of birth is [REDACTED]

My address is 150110th St, Plano, TX, 75074, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Diego County, State of CA, on the 31 day of July, 20 18
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

**SECOND AMENDMENT TO
FORT WORTH CITY SECRETARY CONTRACT NO. 50054**

This Second Amendment to Fort Worth City Secretary Contract No. 50054 (“Second Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation and Motorola Solutions, Inc. (“Vendor”).

WHEREAS, Fort Worth and Vendor entered into an Agreement identified as Fort Worth City Secretary Contract No. 50054 beginning December 18, 2017 (the “Agreement”); and

WHEREAS, on or about September 18, 2018, the Parties subsequently amended the Agreement via CSC No. 50054-A1 to increase the amount of the contract by \$3,364,284.00 for the purchase of radios, repair services party, and accessories; and

WHEREAS, it is the collective desire of both the City and Vendor to amend the Agreement to allow continued purchase of radios and other system equipment and services for three one year terms with a first year amount of \$1,462,800.00, second year amount \$1,609,080.00 and third year amount of \$1,769,988.00 using the Houston-Galveston Area Council Contract No RA05-21.

NOW THEREFORE, known by all these present, Fort Worth and Vendor, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows:

Sections 6 of the Agreement is hereby amended as follows:

1. H. Additional Purchases. The city may purchase up to \$1,462,800.00 in radios and other system equipment and services through Motorola under HGAC contract RA05-21 on as-needed basis through July 31, 2023.
2. All other terms, provisions, conditions, covenants and recitals of the Agreement not expressly amended herein shall remain in full force and effect.

[Signature Page Follows]

[Executed effective as of the date signed by the Assistant City Manager below.] / [ACCEPTED AND AGREED:]

City: By: _____ Name: Valerie Washington Title: Assistant City Manager Date: _____	Vendor: By: <u>S. Brad Rice</u> Name: _____ Title: _____ Date: _____
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CITY OF FORT WORTH INTERNAL ROUTING PROCESS:

Approval Recommended: By: _____ Name: Kevin Gunn Title: Director, IT Solutions Approved as to Form and Legality: By: _____ Name: Taylor Paris Title: Assistant City Attorney Contract Authorization: M&C: 21-0937 12/14/2021	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Name: Alan Girton Title: Sr. IT Solutions Manager City Secretary: By: _____ Name: Jannette Goodall Title: City Secretary
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**AMENDMENT NO. 3
TO
CITY OF FORT WORTH CONTRACT 50054**

This **Third Amendment** is entered into by and between the **City of Fort Worth** (hereafter "Buyer"), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and **Motorola Solutions, Inc.** ("Vendor"), Buyer and Vendor may be referred to individually as a Party and collectively as the Parties.

WHEREAS, on December 18, 2017, the Parties entered into City Secretary Contract 50054 to provide a Communications System and related services ("Agreement/Contract");

WHEREAS, the Parties wish to amend the Agreement to purchase additional radios and equipment to replace items that will no longer be supported by Motorola, in the amount of \$2,797,260.00.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

1.

AMENDMENTS

The Agreement is hereby amended to increase the amount of year two of the contract by \$2,797,260.00, for a total year two amount of \$4,406,340.00. Existing radios and other equipment that is no longer supported by Motorola will be replaced with this authorization.

2.

ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

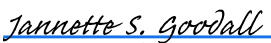

3.

ELECTRONIC SIGNATURE


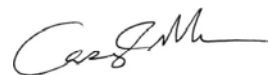
This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: <u></u> Valerie Washington (Jul 13, 2022 16:31 CDT) Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>Jul 13, 2022</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u></u> Name: Kevin Gunn Title: Director, IT Solutions Department</p> <p>ATTEST:</p> <p>By: <u></u> Jannette S. Goodall (Jul 13, 2022 16:44 CDT) Name: Jannette Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u> Lawrence Crockett (Jul 5, 2022 16:19 CDT) Name: Lawrence Crockett Title: Sr. IT Solutions Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u></u> Name: Taylor Paris Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: 22-0496 Approved: 6/28/2022 1295: 2022-867694</p>
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VENDOR:

<p>Motorola Solutions, Inc.</p> <p>By: <u></u> Name: Brad Rice Title: Area Sales Manager</p> <p>Date: <u>June 22, 2022</u></p>	<p>ATTEST:</p> <p>By: <u></u> Name: Casey Moore Title: Account Manager</p>
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CITY COUNCIL AGENDA

Create New From This M&C

DATE:	6/28/2022	REFERENCE NO.:	**M&C 22-0496	LOG NAME:	13P AMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT
CODE:	P	TYPE:	CONSENT	PUBLIC HEARING:	NO
SUBJECT:	(ALL) Authorize the Execution of an Amendment to Purchase Agreement with Motorola Solutions, Inc., for the Acquisition of Public Safety Radios and Associated Equipment and Increase the Contract Amount in Year Two by \$2,797,260.00 for a New Year Two Total of \$4,406,340.00, for a Three-Year Contract Total Not to Exceed \$7,639,128.00				

RECOMMENDATION:

It Is recommended that the City Council authorize the execution of an amendment to purchase agreement with Motorola Solutions, Inc., for the acquisition of public safety radios and associated equipment and increase the contract amount in Year Two by \$2,797,260.00 for a new Year Two total of \$4,406,340.00, for a three-year contract total not to exceed \$7,639,128.00.

DISCUSSION:

The City of Fort Worth maintains a radio communications system, the North Texas Interoperable Radio Network (NTIRN), utilized by most city departments and almost 180 external government entities.

On December 14, 2021, City Council approved the continuation of purchasing radios, repair services, parts and accessories on an as-needed basis from Motorola using H-GAC Contract RA05-21, in an amount of \$1,462,800.00 in Year One, \$1,602,080.00 in Year Two and \$1,769,988.00 in Year Three for a three-year total authorization of \$4,841,868.00 (M&C 21-0937). Year One expires on July 31, 2022.

Staff recommends increasing the contract amount for Year Two by \$2,797,260.00 in order to replace radios and equipment acquired in 2011. These radios are either no longer supported by the manufacturer or will lose support within the next two years. In addition, parts are unavailable for radios that are no longer supported. Current generation radios have newer capabilities that can improve functional and safety levels for First Responders, and will have a useful life of another 12-14 years. These radios will be deployed with Police and Fire personnel. By authorizing this increase, the contract amount for Year Two will be up to \$4,406,340.00.

Year Three spend authority will remain \$1,769,988.00.

Funding is budgeted in the ITS Other General Government Department's ITS Capital Fund for the purpose of funding the FY20 Radio Coverage Improvement, FY22 Radio Refresh & FY22 PD Radio Refresh projects, as appropriated.

State law provide that a local government purchasing an item under a Cooperative Purchasing Agreement satisfies state laws requiring that the local government seek competitive bids for the purchase of the item. H-GAC RA05-21 has been competitively bid to increase and simplify the purchasing power of government entities.

A M/WBE goal is not assigned when purchasing from an approved purchasing cooperative or public entity.

This project will serve ALL COUNCIL DISTRICTS.

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendation, funds are available in the current capital budget, as previously appropriated, in the ITS Capital Fund for the FY20 Radio Coverage Improvemnt, FY22 Radio Refresh & FY22 PD Radio Refresh projects to support the execution of the amendment. Prior to an expenditure being incurred, the IT Solutions Department has the responsibility to validate the availability of funds.

BQN\\

TO

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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FROM

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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Submitted for City Manager's Office by:

Reginald Zeno (8517)
Valerie Washington (6192)

Originating Department Head:

Reginald Zeno (8517)
Kevin Gunn (2015)

Additional Information Contact:

Cynthia Garcia (8525)
Taylor Dean (7648)

ATTACHMENTS

[13PAMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT funds availability.docx](#) (CFW Internal)

[13PAMEND COOP MOTOROLA SOLUTIONS RADIO ACQUISITION TD IT Updated FID.xlsx](#) (CFW Internal)

[FID Motorola.xlsx](#) (CFW Internal)

[Form 1295 - Motorola Solutions, Inc..pdf](#) (CFW Internal)

[SAMS Motorola Solutions, Inc..pdf](#) (CFW Internal)

**AMENDMENT NO. 4
TO
CITY OF FORT WORTH CONTRACT 50054**

This **Fourth Amendment** is entered into by and between the **City of Fort Worth** (hereafter "Buyer"), a home rule municipality, with its principal place of business at 200 Texas Street, Fort Worth, Texas, and **Motorola Solutions, Inc.** ("Vendor"), Buyer and Vendor may be referred to individually as a Party and collectively as the Parties.

WHEREAS, on December 18, 2017, the Parties entered into City Secretary Contract 50054 to provide Communication System and related services ("Agreement/Contract");

WHEREAS, the Parties wish to amend the Agreement to, add the attached Subscription services as set forth in Exhibit A-1 and Exhibit B-1 at no cost to the City.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

1.
AMENDMENTS

The Agreement is hereby amended to add the attached Subscription services as set forth in Exhibit A-1 and Exhibit B-1 at no cost to the City.

2.
ALL OTHER TERMS SHALL REMAIN THE SAME

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

3.
ELECTRONIC SIGNATURE

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

<p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p>APPROVAL RECOMMENDED:</p> <p>By: _____ Name: Kevin Gunn Title: Director, IT Solutions Department</p> <p>ATTEST:</p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p>CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Lawrence Crockett Title: Sr. IT Solutions Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: _____ Name: Taylor Paris Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: 22-0496 Approved: 06/28/2022 1295: 2022-867694</p>
---	--

VENDOR:



<p>Motorola Solutions, Inc.</p> <p>By: <u></u> Name: _____ Title: _____</p> <p>Date: _____</p>	<p>ATTEST:</p> <p>By: <u></u> Name: _____ Title: _____</p>
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Exhibit A-1

Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable (“Primary Agreement”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. This SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

- 1.2.1. “**Authorized Users**” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 1.2.2. “**Customer Contact Data**” shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.
- 1.2.3. “**Customer Data**” shall mean data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;
- 1.2.4. “**Customer-Provided Equipment**” shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.
- 1.2.5. “**Documentation**” shall mean documentation for the Subscription Services, Motorola Software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.
- 1.2.6. “**Equipment**” shall mean hardware provided by Motorola.

- 1.2.7. **“Feedback”** shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.
- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

2.2. Modifications. Motorola may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are

accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions in connection with their use of the Subscription Services. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software and Subscription Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or Subscription Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software or Subscription Services with other

software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period

identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the “**SSA Term**”) will commence upon either (a) the Effective Date of the Primary Agreement, if this SSA is attached to the Primary Agreement as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the Primary Agreement Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Primary Agreement is earlier terminated in accordance with the terms of the Primary Agreement.

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer’s breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. Customer has a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

5.5. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY 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 SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Proprietary Rights; Data; Feedback.

7.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Subscription Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared

development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola's use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in this SSA.

7.3.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7

– Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

7.9. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

9.1. Third-Party Beneficiaries. This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including

individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

9.4. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

Exhibit B-1

Subscription Services Addendum

Exhibit A: FirstNet and AT&T Service Terms

Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR

EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.



**ADDENDUM TO SYSTEM PURCHASE AGREEMENT
CHANGE ORDER NO.2 & QUOTE 1264965
BETWEEN
THE CITY OF FORT WORTH
AND
MOTOROLA SOLUTIONS, INC.**

This Addendum to System Purchase Agreement Change Order No. 2 ("Addendum") is entered into by and between Motorola Solutions, Inc. ("Vendor") and the City of Fort Worth ("City"), collectively the "parties."

The Contract documents shall include the following:

1. System Purchase Agreement;
2. The Change Order No. 2;
3. Quote 1264965; and
4. This Addendum.

Notwithstanding any language to the contrary in the attached System Purchase Agreement, Change Order No. 2, and Quote 1264965 (the "Agreement"), the parties stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

1. Termination.

a. Convenience. Either City or Vendor may terminate the Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the Agreement, law, or equity, immediately terminate the Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and the 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 have been appropriated.

d. Duties and Obligations of the Parties. In the event that the Agreement is terminated prior to the Expiration Date, City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with the Agreement up to the effective date of termination. Upon termination of the Agreement for any reason, Vendor shall provide City with copies of all completed or partially completed documents prepared under the Agreement. In the event Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

2. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached Agreement requires City to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

3. Law and Venue. The Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Agreement is required to be governed by any state law other than Texas or venue in Tarrant County, City objects to such terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

4. Linked Terms and Conditions. If the Agreement contains a website link to terms and conditions, the linked terms and conditions located at that website link as of the effective date of the Agreement shall be the linked terms and conditions referred to in the Agreement. To the extent that the linked terms and conditions conflict with any provision of either this Addendum or the Agreement, the provisions contained within this Addendum and the Agreement shall control. If any changes are made to the linked terms and conditions after the date of the Agreement, such changes are hereby deleted and void. Further, if Vendor cannot clearly and sufficiently demonstrate the exact terms and conditions as of the effective date of the Agreement, all of the linked terms and conditions are hereby deleted and void.

5. Insurance. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. To the extent the Agreement requires City to purchase insurance, City objects to any such provision, the parties agree that any such requirement shall be null and void and is hereby deleted from the Agreement and shall have no force or effect. City will provide a letter of self-insured status as requested by Vendor.

6. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the Agreement requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect.

7. Indemnity. To the extent the Agreement, in any way, requires City to indemnify or hold Vendor or any third party harmless from damages of any kind or character, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

8. IP Indemnification. Vendor agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of reasonable attorney's fees, any claim or action against the City for infringement of any U.S. patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with the Agreement, it being understood that the agreement to indemnify, defend, settle or pay shall not apply if City modifies or misuses the Deliverable(s). Vendor will have no duty to defend or indemnify for any infringement claim that is based upon: (a) the combination of the Deliverable(s) with any software, apparatus or device not furnished by Vendor; (b) the use of ancillary equipment or software not furnished by Vendor and that is attached to or used in connection with the Deliverable(s); (c) Deliverable(s) designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Deliverable(s) by a party other than Vendor; (e) use of the Deliverable(s) in a manner for which the Deliverable(s) was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Deliverable(s) that is intended to correct the claimed infringement. . So long as Vendor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under the Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify the City under the Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely

affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate the Agreement, and refund all amounts paid to Vendor by the City, subsequent to which termination City may seek any and all remedies available to City under law. **VENDOR'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE REQUIRED BY CITY.**

9. **Data Breach.** Vendor further agrees that it will monitor and test its data safeguards from time to time, and further agrees to adjust its data safeguards from time to time in light of relevant circumstances or the results of any relevant testing or monitoring. If Vendor suspects or becomes aware of any unauthorized access to any financial or personal identifiable information ("Personal Data") by any unauthorized person or third party, or becomes aware of any other security breach relating to Personal Data held or stored by Vendor under the Agreement or in connection with the performance of any services performed under the Agreement or any Statement(s) of Work ("Data Breach"), Vendor shall immediately notify City in writing and shall fully cooperate with City at Vendor's expense to prevent or stop such Data Breach. In the event of such Data Breach, Vendor shall fully and immediately comply with applicable laws, and shall take the appropriate steps to remedy such Data Breach. Vendor will defend, indemnify and hold City, its Affiliates, and their respective officers, directors, employees and agents, harmless from and against any and all claims, suits, causes of action, liability, loss, costs and damages, including reasonable attorney fees, to the extent arising out of or relating to any third party claim arising from a breach that is caused by Vendor under its obligations contained in this Section, except to the extent resulting from the acts or omissions of City. All Personal Data to which Vendor has access under the Agreement, as between Vendor and City, will remain the property of City. City hereby consents to the use, processing and/or disclosure of Personal Data only for the purposes described herein and to the extent such use or processing is necessary for Vendor to carry out its duties and responsibilities under the Agreement, any applicable Statement(s) of Work, or as required by law. Vendor will not transfer Personal Data to third parties other than through its underlying network provider to perform its obligations under the Agreement, unless authorized in writing by City. Vendor's obligation to defend, hold harmless and indemnify City shall remain in full effect if the Data Breach is the result of the actions of a third party. All Personal Data delivered to Vendor shall be stored in the United States or other jurisdictions approved by City in writing and shall not be transferred to any other countries or jurisdictions without the prior written consent of City.

10. **Insurance.** Vendor agrees that insurance coverage provided to City by Vendor is sufficient for purposes of the Agreement only.

11. **No Debt.** In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the Agreement except for those portions of funds which have been appropriated prior to termination.

12. Public Information. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. To the extent the Agreement requires that City maintain records in violation of the Act, City hereby objects to such provisions and such provisions are hereby deleted from the Agreement and shall have no force or effect. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

13. Addendum Controlling. If any provisions of the attached Agreement, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Addendum shall control.

14. Network Access.

a. City Network Access. If Vendor, and/or any of its employees, officers, agents, servants or subcontractors (for purposes of this section "Vendor Personnel"), requires access to the City's computer network in order to provide the services herein, Vendor shall execute and comply with the Network Access Agreement which is attached hereto as Exhibit "A" and incorporated herein for all purposes.

b. Federal Law Enforcement Database Access. If Vendor, or any Vendor Personnel, requires access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), or Texas Law Enforcement Telecommunications Systems ("TLETS"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City or the Fort Worth Police Department, under the Agreement, Vendor shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, as amended, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. No changes, modifications, alterations, or amendments shall be made to the Security Addendum. The document must be executed as is, and as approved by the Texas Department of Public Safety and the United States Attorney General.

15. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under the Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under the Agreement. Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR SHALL**

INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES. City, upon written notice to Vendor, shall have the right to immediately terminate the Agreement for violations of this provision by Vendor.

16. No Boycott of Israel. If Vendor has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

17. Right to Audit. Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

(signature page follows)


ACCEPTED AND AGREED:

CITY:

City of Fort Worth By: <u></u> Name: Valerie Washington Title: Assistant City Manager Date: Jun 22, 2020 Approval Recommended: By: <u></u> Name: Roger Wright Title: Interim IT Solutions Director Attest: By: <u></u> Name: Mary Kayser Title: City Secretary	Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: <u></u> Name: Alan Gorton Title: Sr. IT Solutions Manager Approved as to Form and Legality: By: <u></u> Name: John B. Strong Title: Assistant City Attorney Contract Authorization: M&C: 20-0406 1295 Form: 2019-568808 2020-635882
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VENDOR:

Motorola Solutions, Inc. By: <u></u> Name: Brad Rice Title: Area Sales Manager Date: 06-19-2020
--

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX



CHANGE ORDER

[C/O # 02]

Change Order No. 02

Date: September 16, 2019

Project Name: Fort Worth, Texas OWS / GPS

Customer Name: Fort Worth, Texas

Customer Project Mgr: Alan Gorton

The purpose of this Change Order: Document the use of the Project Credit towards the purchase of the CommandCentral Aware Mapping Solution

This Change Order documents the use the established Project Credit towards the purchase of CommandCentral Aware Mapping Solution.

This is a revision to the GPS portion of this project that provides a mapping solution that utilizes capabilities already completed as part of the GPS project.

Contract # 50054

Contract Date: December 18, 2017

In accordance with the terms and conditions of the contract identified above between the City of Fort Worth, Texas and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

This Change Order (#02)	\$ 182,571.49
Original Contract Value:	\$ 1,602,101.00
Previous Change Order amounts for Change Order numbers <input type="text" value="00"/> through <input type="text" value="02"/> :	\$ 0.00
New Contract Value:	\$ 1,784,672.49

Completion Date Adjustments

Original Completion Date:	September 2018
Current Completion Date prior to this Change Order:	December 1, 2018
New Completion Date:	December 1, 2020

Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed
See attached proposal

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed
See attached proposal

Schedule Changes: <i>(describe change or N/A)</i>
Extends the Project Completion Date to December 1, 2020

Pricing Changes: <i>(describe change or N/A)</i>
<p>The CommandCentral Aware upgrade sell price is \$302,839. The price is detailed as follows:</p> <ul style="list-style-type: none"> • Hosted Platform Year 1: \$215,679 • MCC7500e Integration \$59,458 • Location Licenses \$27,702 <p>The Project credit available is \$120,267.51. The overall contract value will increase, once the credit is applied, by \$182,571.49 to a total of \$1,784,672.49</p>

Customer Responsibilities: <i>(describe change or N/A)</i>
Review requested changes in this document and attached proposal, approve, sign and return to Motorola for contract execution.

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
An updated Billing Milestone Schedule is attached that takes into account the current project as well as the CommandCentral revision and the Project Credit. In the System Purchase Agreement, Section 6 Payment Schedule, Sub-Item G, replace the following statement, "These discounts are valid for four (4) years starting on the effective date of this Agreement" to "These discounts are valid for eight (8) years starting on December 5, 2017."

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Fort Worth, Texas

By: 

By: 
Valerie Washington (Jun 22, 2020 10:30 CDT)

Printed Name: Clay Cassard

Printed Name: Valerie Washington

Title: MSSSI Vice President

Title: Assistant City Manager

Date: June 15, 2020

Date: Jun 22, 2020

Reviewed by: Mike Duke
Motorola Solutions, Inc. Project Manager

Date: _____

City of Fort Worth, Texas

Milestone	Total Amount	Previously Invoiced	Remainder to Invoice
ORIGINAL PROJECT PAYMENT TERMS			
			\$ 1,602,101.00
20% of total contract price due when Purchaser executes the agreement	\$320,420.20	\$0.00	\$ 1,281,680.80
60% of total contract price will be invoiced immediately after the equipment is shipped from Motorola's facility	\$961,260.60	\$320,420.20	\$ 320,420.20
10% of total contract price will be invoiced immediately after the equipment is installed at the sites specific in the Exhibits	\$160,210.10	\$1,281,680.80	\$ 160,210.10
10% of total contract price will be invoiced immediately after System Acceptance less Project Credit of \$120,267.51	\$39,942.59	\$1,441,890.90	\$ 120,267.51
Command Central - Change Order #03, \$182,571.49			\$ 302,839.90
NEW PAYMENT TERMS FOR REMAINING BALANCE			
20% of total CommandCentral contract price due when Purchaser executes the agreement	\$30,283.90	\$1,481,833.49	\$ 272,555.10
20% of total CommandCentral contract price will be invoiced immediately after Completion of the Contract Design Review	\$60,567.80	\$1,512,117.39	\$ 211,987.30
30% of total Command Central contract price will be invoiced immediately after the equipment is delivered	\$90,851.70	\$1,572,685.19	\$ 121,135.60
30% of total Command Central contract price will be invoiced immediately after System Acceptance	\$90,851.70	\$1,663,536.89	\$ 30,283.90
10% of total Command Central contract price will be invoiced immediately after Final System Acceptance	\$30,283.90	\$1,754,388.59	\$ -
TOTAL PAYMENTS	\$1,784,672.49		

Original Project Total	\$ 1,602,101.00
Project Credit	(\$120,267.51)
Command Central Revision	\$ 302,839.00
Total	\$ 1,784,672.49

CITY OF FORT WORTH, TX

MOTOROLA SOLUTIONS SOFTWARE ENTERPRISE PLATFORM PRODUCTS

JANUARY 24, 2020

COMMANDCENTRAL AWARE FULL SUITE PROPOSAL

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2019 Motorola Solutions, Inc. All rights reserved.

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

Tel: +1 847 576 5000

Mr. Alan Girton

January 24, 2020

Senior Manager/Wireless Communications
IT Solutions
1515 11th Ave
Fort Worth, TX 76102

Subject: Command Central Aware

Dear Mr. Girton,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of Fort Worth with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will address your needs and provide exceptional value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for Command Central Aware. This proposal provides:

- Seven CommandCentral Aware Software Seat Licenses (Hosted) with 1 Yr. Subscription Each
- One Connector to the City's TriTech CAD System
- One Connector to the City's Milestone Video System
- One CloudConnect Aware Server
- Integration of existing Intelligent MiddleWare (IMW) server for location services
- Add 500 additional Location Licenses to existing IMW server
- Mapping integration

This proposal is subject to the enclosed Subscription Services Agreement and remains valid for a period of 90 days from the date of this cover letter. The City of Fort Worth may accept the proposal by returning to Motorola a signed copy of the aforementioned agreement. Alternatively, Motorola Solutions would be pleased to address any concerns the City may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Casey Moore, at 817-368-8683.

We thank you for the opportunity to furnish the City with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Brad Rice
Area Sales Manager
Motorola Solutions, Inc.

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SECTION 1

SECTION TITLE

1.1 SOLUTION OVERVIEW

Motorola Solutions is pleased to present the following solution for the City of Fort Worth Police Department (“Customer”).

Motorola Solutions offering for CommandCentral Aware provides the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

CommandCentral Aware provides a consolidated, map-based common operating picture enabling enhance decision-making at your operation. Use the cloud-based platform to collaborate effectively across your operation with actionable intelligence. The cloud enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are installed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.

Participating Entities

The City of Fort Worth will be the sole participant entity as part of this offering for CommandCentral Aware.

Solutions Included

The proposed solution consists of two different scenarios.

Scenario 1 - one (1) CommandCentral Aware License (hosted) , 1 seat with MCC7500e Radio Console system integration, 1 year Subscription with Software Maintenance and Technical support services.

Scenario 2 - CommandCentral Aware Licenses (hosted), 7 seats with only one (1) MCC7500e Radio Console system integration, 1 Year Subscription with Software Maintenance and Technical support services

Application Software and System Components

The CommandCentral Aware solution designed for City of Fort Worth (“Customer”) is comprised of the following:

- One (1) CloudConnect server hardware
- CommandCentral Aware Introductory License
- TriTech CAD Integration for incident and unit location Automatic Vehicle Location (AVL)
- Milestone XProtect Video Management System integration
- MCC 7500e Radio Dispatch Console System Integration on a single Aware position on both scenarios.
- Location Services Integration
- Mapping Application including:

- Accuweather Service
- Agency Esri Data Sets Integration
- Interface Connectors as Presented in Table 1-1 and Table 1-2.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.

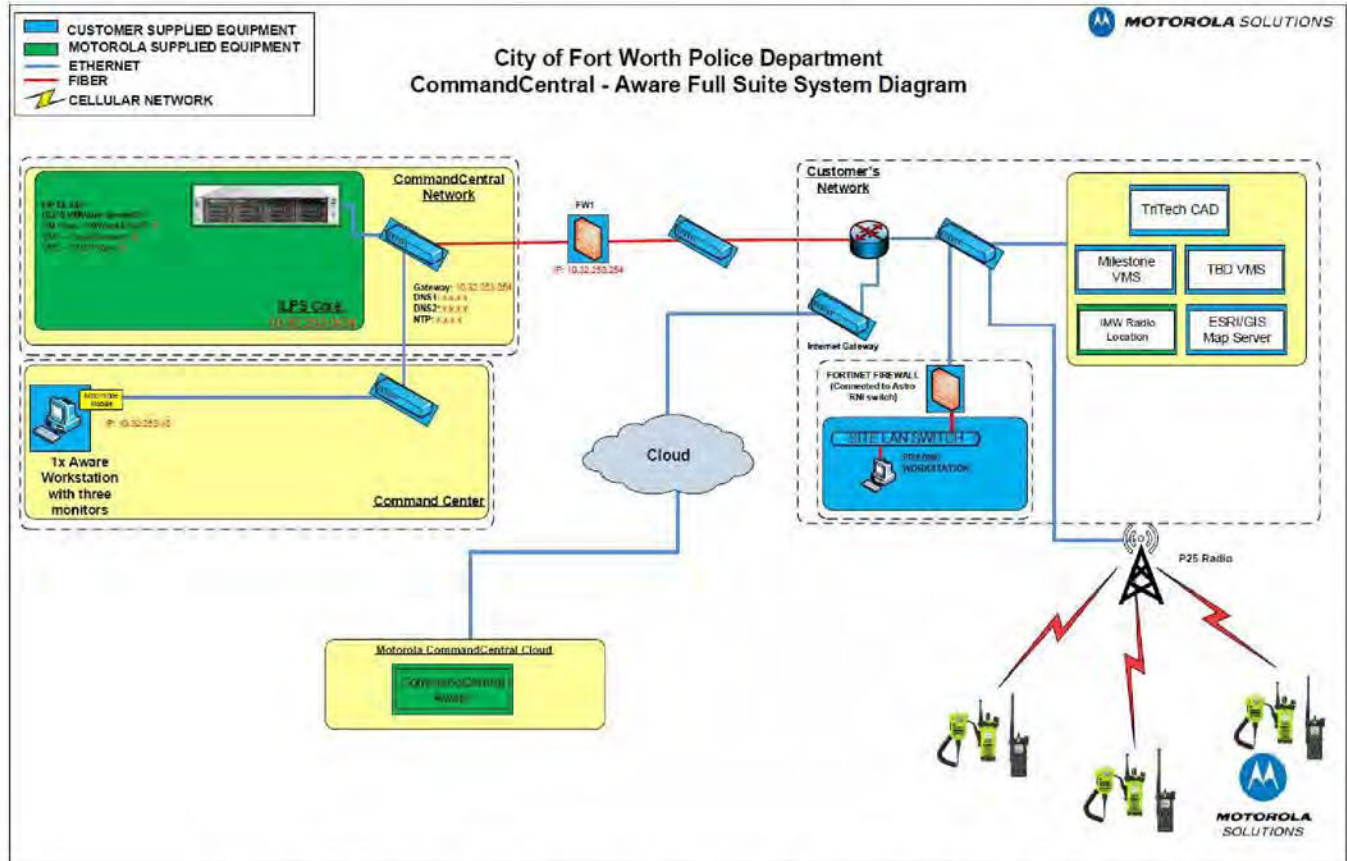


Figure 1-1: CommandCentral Aware Representative System Diagram for Scenario 1

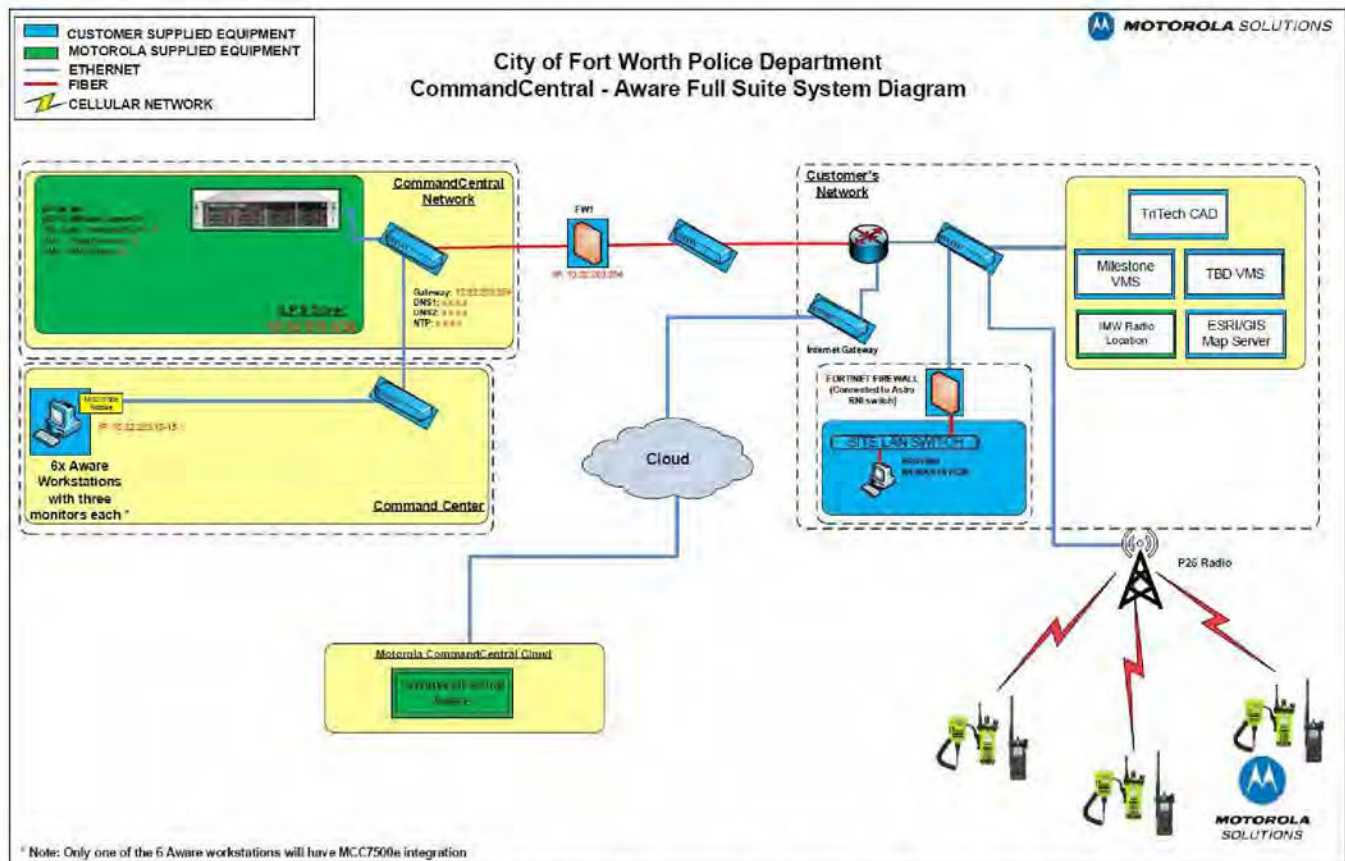


Figure 1-2: CommandCentral Aware Representative System Diagram for Scenario 2

CommandCentral Interface Connectors

The table below list the specific interfaces included in our solution. An Interface Specification Document (ISD) is included for each interface in Attachment A. Each ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject review and consideration through the change order provision of the contract.

Table 1-1: Solution Interfaces

Interface Name	Interface Description
TriTech CAD	
Milestone Video Management System	
Avigilon ACC Video Management System	
Intelligent MiddleWare (IMW)	

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer's 3rd party system. Customer is responsible to provide connectivity to 3rd Party system via the SDK, API, or other Motorola Solutions approved access.

1.2 DESIGN CONSIDERATIONS

1. The following have been taken into consideration for the design of the CommandCentral solution for the Customer:
2. The CommandCentral Aware solution design includes separate data layers for radios, AVL, CAD events and other 3rd party data. Layers can be turned on and off by the Customer as desired.
3. The Customer will be responsible for connectivity between the various networks.
4. VPN remote access is required for Motorola Solutions personnel.
5. Customer is responsible for all necessary 3rd party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Motorola's solution does not include any services, support or pricing to support Customer 3rd party upgrades.
6. Customer is responsible for the impact to 3rd party systems inclusive of CommandCentral interfaces as a result of customer upgrading a 3rd party system. Motorola Solutions strongly recommends working with Motorola Solutions to understand the impact of such upgrades prior to taking any upgrade action.
7. Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has been involved in recommending such contractors.
8. Customer is responsible for providing backup power as necessary.
9. Customer will provide Internet access to CommandCentral Aware clients(s) and server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
10. Customer will provide Antivirus software for the Aware clients.
11. All electrical and or infrastructure improvement work required at Customer's facility, as needed, is the responsibility of the Customer.
12. Backhaul equipment, installation, and support costs are to be provided by the Customer.
13. Aware and MCC7500e support MS Windows 10 Enterprise.
14. Customer to provide Aware workstations and monitors per Motorola supplied specifications as outlined in section 1.3.

Table 2: Aware Technical Discovery Requirements

Aware Technical Discovery		
Interfaces/Connectors (Required for Each Interface/Connector)	Customer Provided	Motorola Solutions Confirmed
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		

Additional VMS Interface/Connector Requirements		
*Number of Cameras connected to each VMS		
*VMS Archive and Archiver to Aware Clients		
*Provide GPS Coordinates for each camera		
Integration		
Customer's IP Network layout (Traffic segmentation, NAT required?, etc.)		
Active Directory and Email policies		
Customer's 3rd party IP Network Connections (Schools, Fire, Traffic, etc.)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
*Fileshare/Dump		
*Webservices		
*SOAP/REST		
*SQL Extraction		
Database IP Address, login credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
*CAD event Geolocation data availability		
*AVL/ARL data available?		
*Event Types		
*Icons		
*Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
*Manufacturer		
*OS version		
*Wireless Access		
*VPN Connectivity to core?		
Validate Data ingestion rate (may require system expansion**)		

1.3 HARDWARE ENVIRONMENT REQUIREMENTS

CloudConnect

Two (2) rack units per CloudConnect server with at least two (2) RU for air flow below and above with at least 30" depth.

Two (2) circuits to distribute power to the server rack (dual power supplies).

UPS (Uninterruptible Power Supply) at the site where the CloudConnect server and Aware workstations will be installed.

Aware Workstation Specification to be provided by the customer

Processor - Intel Xeon 6136 @3.0 GHz (12 cores)

Memory - 4 HP 8 GB (1x8GB) Single Rank

Drive - 1 NVMe 512G SSD

NIC - 1 1 Gb port NIC

OS - Windows 7 Professional or Windows 10 Pro

Graphics Card - NVIDIA Quadro P2000

Workstation Monitors Specifications to be provided by the customer

27-inch Narrow Bezel IPS Display, 2560X1440

1.4 CONNECTIVITY AND DESIGN REQUIREMENTS

Motorola will work with the Customer's IT personnel to verify that connectivity meets requirements. Customer will provide the network components.

The Customer will provide Internet access to the Cloud-Connect server supplied as part of this project. A minimum of 1 Gigabit network ports for the server will be made available by Customer.

The workstations positions will be connected through the local IP network.

Network Physical Requirements:

- Four (4) network ports for the CloudConnect server.
- One (1) network port per Aware workstation.

Network Bandwidth Requirements:

- Provide network ports that are 1GB capable and network routable.
- Bandwidth will be provided between the Aware Server, VMS Servers, Aware Clients, and Streaming clients to support multiple video streams simultaneously. Final bandwidth requirements will be determined during Contract Design Review.
- Minimum bandwidth needed between the CloudConnect server and the CommandCentral Aware platform is 1.1 Mbps.

Aware Design Requirements

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- One block of ten (10) contiguous IP Addresses

Low latency is critical for real-time operations. The speed with which data appears on the Aware display depends in large part to how quickly the information is presented to the Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event

to when that event information is presented to Aware from the source application (i.e., CAD, AVL, ALPR, etc.). Consequently, although the Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears on Aware once the event is triggered.

1.5 MCC7500E REQUIREMENTS

Network Connection

The MCC 7500E Dispatch Console uses wired (Ethernet) or wireless broadband (e.g. 4G, Wi-Fi) networks to establish voice communications with trunked and conventional radios.

Bandwidth

Up to 35 kbps per channel, up to 175kbps for a 5 stream dispatch console and up to 350 kbps for a 10 stream dispatch console.

Network Jitter Allowed

131ms. max

Dropped Packets Allowed

1% packet loss max

Maximum Delay:

Latency between the console site where PRX 7000 Console Proxy is to be installed and the core – lowest latency site link to the core (RF Site or Console Site) < 10 ms

1.6 ASTRO P25 RADIO REQUIREMENTS

The solution can be deployed to send location data information via LMR. It requires a ASTRO 25 radio equipped with a GPS receiver with 7.18.8 or above firmware version.

ASTRO P25 Infrastructure Requirements

ASTRO 25 system release 7.14 or above is required if the data will be sent via the LMR system. Enhanced Data and Intelligent Middleware (IMW) in addition to a firewall to connect the system CEN and internet securely including a packet data gateway and GGSN for each zone are used to send the location updates and events can be enabled as part of that effort. Customer will be responsible to provide internet connection and will allow Motorola Solutions to add any necessary firewalls.

ASTRO 25 Voice Priority

ASTRO Enhanced Data subscribers give priority to voice transmissions over data.

Astro P25 Locationing

- GPS Activation
- Packet Data Interface
- Enhanced Data Operation
 - Supported on portables - APX 8000, APX 7000, APX 6000, APX 4000, APX 3000
 - Supported on mobiles - APX 7500, APX 6500, APX 4500

- Location Enabled
- Enhanced Data Enabled
- Enhanced Data Port List set to 4001

1.7 COMMAND CENTRAL AWARE PRODUCT DESCRIPTION

Motorola Solutions offering for CommandCentral Aware provides the Customer with the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

Agencies can increase the value of their software investments by connecting CommandCentral Aware to your current Computer Aided Dispatch (CAD), Call Handling, Land Mobile Radio (LMR), Video Management Systems (VMS), and other software platforms. Public safety agencies can accelerate workflows, improve ease of use, augment decision making and unify operational viewpoints.

CommandCentral Aware enhances incident response by integrating multiple disparate systems into a unified public safety workflow. CommandCentral Aware provides the ability to correlate information and events across multiple systems; radio, video surveillance, sensors, alarms, analytics, CAD, Records, and Mapping/GPS location.

CommandCentral Aware enables you to monitor activity from anywhere, act with necessary context, collaborate without distraction, respond quickly to escalating incidents, enhance response with real time video, streamline video management and agency workflows.

The proposed Command Central solution is FIPS 140-2 compliant. Our Command Central solution utilizes Microsoft's Azure cloud services which is certified for compliance with FIPS 140-2, see Microsoft's FIPS compliance statement <https://www.microsoft.com/en-s/trustcenter/compliance/fips>.

The Command Central Aware platform can identify radios by alias.

The following provide summary descriptions of the CommandCentral Aware products. Detailed descriptions can be found in the CommandCentral Aware product description document.

Mapping

CommandCentral Aware provides the consolidated, map-based common operating picture needed to enhance decision-making at any part of your operation. You can view all of your location-based data together, on a single map display.

Geospatial Event Mapping – See unit/device locations, CAD incidents, field personnel status and location, open-source data alerts, sensors and more, visualized on a map that can be customized with any of your agency's other data layers.

Event Monitors - CAD incidents, personnel status and location, open source data alerts, sensors and more, visualized on a map (i.e. Esri online, Esri server, or static map layers) that can be modified with any of your agency's other data layers.

Geographical Information System (GIS) Integration - Map display utilizes Esri ArcGIS online or ArcGIS Server map services provided by the Customer.

Data Layer Panel - Each data layer source can be shown or hidden based on selecting or deselecting it in the data layer panel.

Event Information Display - Details associated with each icon on the map can be viewed in an event information display upon clicking the icon.

Location

CommandCentral Aware maps GPS enabled land mobile radios (ASTRO P25 radios) and broadband devices (LTE/Wi-Fi enabled smartphones, tablets, and modems). The location solution supports the following capabilities:

- **User & Resource Location** - All available agency sources of location information and related metadata are ingested from broadband and land mobile radio (LMR) devices to pinpoint the location for vehicles and responders.
- **Affiliation of Users, Devices and Units** - A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.
- **Customizable Frequency of Reporting: Provisioned Cadence, On-Event, and On Request.**
- **Stale Location or Not Reporting Indication**
- **Best source determination** – Receives location data by responder and/or vehicle and combines with unit/user information to intelligently determine the best source and identify it for consumption by the mapping application.
- **Radio Emergency** – When a radio enters emergency mode this is reported to the IMW and published on the Aware map display. The icon will change to show the emergency status of the radio. An alert can be set in the rules engine that will allow for a sound to be triggered and zoom the map to the extent of the geography (lat/long) of the unit reporting emergency mode.
- **Cadence Changes based on Geo-Fenced Area** – The ability to have the cadence change based on a pre-defined geo-fenced area drawn on the Aware map display is currently on the Aware development road-map for Q1 2020 release. The development road-map is subject to change and provided for informational purposes only.
- This proposal also includes 500 location user licenses for the City's existing IMW server. Note. Locations services also require a presence license in the IMW for each radio utilizing location services. No additional presence licenses are included with this proposal. At the time of this proposal the City of Fort Worth has 10,000 presence licenses and 2,000 location licenses installed on the City's IMW server.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with Flex CAD to provide a CAD status and event monitor capability. The CAD status monitor will allow the user to see a listing of incidents that includes: event type, location incidents, narrative, priority, status, geographic area, location of devices or units. The application consumes event driven data from multiple CAD systems allowing for real time assessment with other relevant data published to the platform such as officer location, alarms, alerts, tips, tactical information, voice and video.

Geographic Information System (GIS) Data Set Integration

CommandCentral Aware integrates with your hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the overall visualization of the intelligent map display. This adds to the common operating picture to enhance workflow details driven by geography and metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries to inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. Utilizing the geospatial processing induces an intelligent driven analysis and help to eliminate additional noise on the map to not distract from the concentrated area of concern.

Example data sets may include (but not limited to):

- The ability to refine the data displayed based on geographic area defined per user (i.e. by Area, Beat, Sector, Precinct, Zone, Quadrant)
- Find nearby entities by predefined distance (i.e. closest camera while in route, closest cameras to an event (cad, gunshot detection, alert, etc.)
- Determining road blockades caused by traffic jams, flooded roadways, or barricades

MCC 7500E Dispatch Console Integration

CommandCentral Aware offers integration to an ASTRO 25 Radio System Dispatch Console (MCC 7500E) providing voice communication to/from the field. This integration provides additional situational awareness through voice to the common operating picture by allowing CommandCentral Aware users to initiate and receive calls via specific talk groups per incident.

CommandCentral Aware integrates with Motorola Solutions' ASTRO 25 MCC7500E Dispatch Console solution. This allows the Customer to integrate radio dispatch capabilities into CommandCentral Aware client workstation without requiring an alternate method to perform (i.e. a handheld radio).

Integration with the MCC 7500E Dispatch Console provides the CommandCentral Aware user with the following capabilities on the ASTRO 25 Radio Network:

Talk Resource (Trunked Talkgroup and/or Conventional Channel) Assignability: this is the ability to designate which talk resources that this position will use. This allows the user to choose (and therefore start using, i.e. receiving calls and have the ability to transmit) which talkgroups or conventional channels (talk resources) that they will put in service. This can be changed dynamically during run-time and is not necessarily fixed. So, if the user needs to add or remove a talk resource, they can do so.

1.8 ADDITIONAL SYSTEM COMPONENT DESCRIPTIONS

Video Management Systems

A core component of CommandCentral Aware is Video View. The module provides an ability to consume video content from a variety of Video Management Systems-VMS (live and recorded, fixed and mobile). Each VMS brings with it a variety of tools via an SDK. These tools can include, but not limited to, location, user controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and allow for historic search of recorded video. These features improve productivity from call to closure and increase responder safety.

In addition to functional tools, the Video View module can consume video analytics of automated license plate recognition, facial recognition and object detection. These capabilities will add greater refinement to video feeds to accurately assess detail, that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral

Aware allows for specific use case definition expanding automated intelligence into the application via:

- **Workflow Configuration:** Automatically associates related data together from disparate systems to get a comprehensive view of the incident or threat occurrence. Displays nearby video sources based on CAD incident, sensor alarms and provided third party data alerts.
- **Real-Time Video Streaming:** Virtually patrol the community or immediately view the scene of an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS System. Easily reference the video source, date, time and location as well as customize camera groups for quicker access to particular locations.
- **Device and Content Control:** Users can operate PTZ capable cameras, as well as perform a 10 second review from buffer. Snapshot pictures and video clips can be captured, stored and shared for timely situational awareness. Users can create rule-sets to perform automated actions based on event types, helping to reduce the amount of steps necessary to support an incident effectively.
- **Camera Location and Group Definition:** Can be provisioned through the CommandCentral Aware or read directly from the VMS.
- **Camera Field of View** can be defined via CommandCentral Aware and viewed on the map display. Users can toggle off and on the cameras that may or may not be pointed in the direction of the incident. Currently, the field of view can be imported as an image on the Aware map. This is accomplished by exporting a screen shot from the VMS that shows the camera's field of view and importing it into Command Central Aware. The ability to import the field of view information automatically via the VMS's API is currently on the Aware development road-map for Q1 2020 release. The development road-map is subject to change and provided for informational purposes only.

Visualization of the response scene seconds before the responder(s) arrive creates a virtual officer in the Command Center which provides additional security to those at the edge. This virtual officer can also act in the capacity of virtual patrol assigned to observe live video during large events or within high crime areas.

SECTION 2

STATEMENT OF WORK

2.1 PROJECT MANAGEMENT PLAN

2.1.1 Project Approach

Motorola Solutions is an experienced prime contractor and integrator of statewide, countywide, and citywide projects. Many members of Motorola Solutions' project staff have played key roles in designing and implementing systems similar in size and scope as designed for the City of Fort Worth Police Department ("Customer"). Motorola Solutions is proud of our legacy of industry leadership and our history of close working relationships with many state and local government users.

Motorola Solutions provides project managers (PM) and solutions architects (SA) focused on the design, deployment, and support of public safety systems. Our personnel have deployed solutions in hundreds of agencies and have developed the system integration expertise and methodologies to deploy mission critical systems for Public Safety agencies.

The project management methodology to be used in this project is based on the principles of the Project Management Institute's *Project Management Body of Knowledge (PMBOK)* and Motorola Solutions' extensive experience in project implementation. It includes processes to guide initiating, planning, executing, controlling, and closing projects to ensure on time and on budget completion while meeting the quality expectations of the stakeholders.

The project will be implemented in accordance with this Project Management Plan that will be reviewed and updated during the planning phase of the project. The Project Management Plan defines the project scope, schedule, and quality expectations of the project, and to provide a comprehensive strategy for managing the project. This document, combined with the Statement of Work, Project Schedule and Functional Acceptance Test plan comprise the documents that are collectively referred to as the Project Plan.

2.1.2 Project Management

Motorola Solutions' project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that ensure appropriate design, production, and testing is optimized to deliver a high quality, feature-rich system.

Motorola Solutions employs intelligent project management processes and tools such as Microsoft Project for schedule development and control and managing schedule and budget, and systematic Risk Management to assist the project team in accurately forecasting and effectively controlling project activities.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of the project

plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.

2.1.2.1 Motorola Solutions PM

We will designate a PM who will direct the efforts of our project team and the efforts of Motorola Solutions' subcontractors and third party vendors, as applicable, and serve as the primary point of contact for the City/County/Customer. The responsibilities of the Motorola Solutions PM include:

1. Maintaining the Project Management Plan.
2. Maintaining project communications with the Customer's PM.
3. Managing the efforts of Motorola Solutions staff and coordinate activities with the Customer's project team members.
4. Managing Motorola Solutions' subcontractors and third party vendors and integrating the delivery of third party content into the project.
5. Measuring, evaluating and reporting the progress against the project schedule.
6. Resolving deviations from the project schedule.
7. Monitoring the project to ensure that support resources are available as scheduled and as identified in the contract.
8. Coordinating and overseeing the installation/configuration of contracted Motorola Solutions application software.
9. Reviewing and administering change control procedures with the Customer's PM and in accordance with the change management provisions of the contract.
10. Conducting status meetings teleconferences as reasonably required to discuss project status.
11. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.
12. Providing timely responses to issues related to project progress raised by the Customer's PM.

2.1.2.2 Customer PM

The Customer will designate a PM who will direct the Customer's efforts and serve as the primary point of contact for Motorola. Responsibilities of the Customer PM include:

1. Maintaining project communications with the Motorola Solutions PM.
2. Identifying the efforts required of Customer staff to meet the task requirements and milestones in the Statement of Work and project schedule.
3. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Solutions PM.
4. Reviewing the project schedule with the Motorola Solutions PM and assisting in finalizing the detailed tasks, task dates and responsibilities.
5. Measuring and evaluating progress against the project schedule.
6. Monitoring the project to ensure that resources are available as scheduled.
7. Attending status teleconferences.
8. Providing timely responses to issues related to project progress raised by the Motorola Solutions PM.
9. Liaising and coordinating with other agencies, Customer vendors, contractors and common carriers.
10. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.

11. Ensuring Customer vendors' adherence to overall project schedule and plan. Identifying signatory personnel authorized to approve and release payment and approving and releasing payments in a timely manner.
12. Assigning one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one application administrator and one or more representative(s) from the IT department.
13. Identify the resource that has the authority to formally acknowledge and approve change orders, approval letter(s) and milestone recognition certificates and to approve and release payments in a timely manner.
14. Providing building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to Customer facilities. Access must be available twenty-four (24) hours a day during the course of this project.
15. As applicable to the CommandCentral Aware solution, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
16. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
17. Ensure a safe work environment for Motorola Solutions personnel.
If problems are encountered with hazardous materials, Motorola Solutions will immediately halt work and the Customer will be responsible for the abatement of the problem or Motorola Solutions and the Customer will jointly come to a mutual agreement on an alternative solution. Motorola Solutions will be excused from timely performance of its obligations pending such resolution.

2.1.2.3 Team Organization

The Motorola Solutions Software Enterprise organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of several of these groups are involved from the solution conception through system completion.

The Motorola Solutions project team includes the project manager (PM) and subject matter specialists for each discipline and the various implementation activities

- SAs own the technical solution and have full responsibility for system design and performance, ensuring the technical integrity of the system design from contract throughout the entire project life-cycle. The SAs design the system and participate in the Contract Design Review (CDR) to confirm the system design meets the contracted requirements.
- Other groups support the efforts of the core team to ensure the successful implementation of the PremierOne solution.

The Customer's core project team should consist of a PM, a transformation lead, an application administrator, system administrator, subject matter experts (SMEs) from each primary discipline who will become system "super users" and who are empowered to make provisioning decisions on behalf of the agency, IT personnel, and training representatives. Note that in some cases, one person may fill more than one role. The project team must be committed to participate in activities for a successful deployment. Team member roles are generally described below:

- The PM shall be the business representative and primary point of contact and is responsible for coordination of resources and activities. The PM shall schedule all activities and resources as

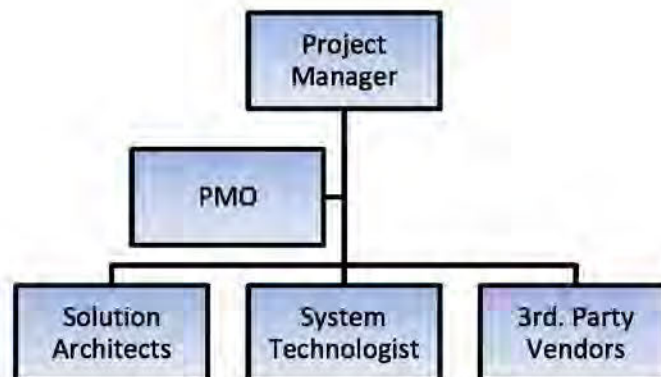
required to execute tasks, initiate review meetings, approve deliverables, provide status information to the Motorola Solutions PM, and generally oversee the execution of this plan.

- The SMEs are the core group of users that may be involved with business process reviews and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent and should be empowered to make decisions related to provisioning elements of CommandCentral products.
- Training representatives will be the point of contact for the Motorola Solutions AS when policy and procedural questions arise, act as course facilitators and are the Customer's educational monitors.
- User agency stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the contracting/primary agency. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of the core agency.

2.1.2.4 Organization Chart

An organizational chart is a graphic display of the project organization which shows relationships. It also communicates the project structure.

Figure 2: High Level Org Chart



2.1.3 Project Repository and Project Control Register

The official project repository is the location where all project documentation will be stored. This repository will be the primary repository of record in accordance with the records retention requirements of the performing organization's policies.

The project repository will be located at a Motorola provided Google site.

The repository is the primary tool the project manager will use to manage and control the project, and contains areas for the following:

- Customer meeting minutes
- Project schedule

- Action Item Register
- Risk Management Plan
- Approved Change Orders
- Approved Business Process Review Report
- Records Detailed Design Document
- Signed Milestone certificates
- Technical Project Documentation
 - Interface Specification Documents
- Acceptance Test Plan results (ATP)
- Shipping Documents
- Standard User Documentation
- Kickoff Presentation with Customer Design Review Presentations

2.1.4 Schedule Management

Schedule management includes the processes required to manage timely completion of the project. The objective of the schedule management plan is to establish a structured, repeatable schedule management process to ensure the following:

- Creation of a master, detailed schedule.
- Creation of a baseline for the originally planned work start and finish dates.
- Regular updates to the schedule.
- Routine monitoring of the progress of all activities against the baseline.
- Regular reporting of variance against the baseline.
- Corrective action taken if the project deviates significantly from the plan.
- Any new commitments or changes to planned work follow the change control procedure.
- Utilization of a scheduling tool to maintain a consistent schedule structure.

The schedule for this project will be maintained using Microsoft Project. The project schedule will be baselined before work on activities begins. The schedule will be stored in the project repository. Over the course of the project, the Motorola Project Manager will request the Customer to sign off on progress and billing different types of milestones.

2.1.4.1 Milestones

Progress Milestones memorialize completion of work during the project and could include events such as training completion, Interface Requirements Documents and other major deliverables. In addition, all contractual billing events will be memorialized with completion of a Milestone Certificate.

At such time a milestone event takes place, Motorola Solutions will submit a completed Deliverable Milestone Notification either via an informal email for minor milestones or in the form of a milestone certificate for major milestones. The Customer will identify the resource that has the authority to formally acknowledge and approve the Deliverable Milestone Notifications to whom Motorola Solutions will deliver the Notifications. Upon receiving a Deliverable Milestone Notification, the Customer will have fifteen (15) business days to approve or reject the Notification, including reasons for the rejection, in written form or electronically via email.

If the Deliverable Milestone Notification is rejected within the fifteen days, Motorola Solutions will address the reasons for rejection and resubmit the Deliverable Milestone Notification. The fifteen business day cycle will then be repeated until approval is achieved. Failure to acknowledge Milestone Notifications within the fifteen day period may adversely impact the project schedule.

During project initiation, the respective PMs will develop the delivery/milestone schedule.

2.1.4.2 Schedule Control

The schedule will be monitored and controlled by the project manager(s) in the following manner:

- Monitor the project schedule on a mutually agreed upon timeframe to determine if the project will be completed within the original effort, cost and duration.
 - Identify activities that have been completed during the previous time period and update the schedule to show they are finished and determine whether there are any other activities that should be completed but have not been.
 - If not, determine the critical path and look for ways to accelerate these activities to get the project back on its original schedule.
- Integrate any fully executed change requests into the project schedule baseline and provide project teams with an assessment of the impact on the timeline.
- Utilize performance reports to identify which dates in the schedule have or have not been met, as well as for alerting the project team to any issues that may cause schedule performance problems in the future.
- Obtain progress reports from the various project teams to monitor the status of tasks by collecting information such as start and finish dates, remaining durations for unfinished activities, and any known risks or issues.
- Changes to the schedule will be managed through the change control procedure.
- The action item register will be used as a tool to manage and report schedule variance by all project teams.

2.1.5 Communication Management

Communications management includes the processes required to ensure timely and appropriate generation, collection, dissemination, storage, and ultimately disposition of project information.

2.1.5.1 Communications Management Plan

The communication tools and documents addressed in the project plan are used for communication between project team members and between the project team members and stakeholders. All of these documents will be stored in the project repository. All project team members will have access to this database.

2.1.5.2 Meetings

Meetings are one of the major communication tools used in this project and will be documented in the format of minutes stored in the project repository. Meeting minutes will be taken during the meeting. The project team has the opportunity to comment or change information during the meeting.

The minutes should be released within 3 days of the meeting and if applicable, approved within 3 days of receipt. Some meetings (e.g., the Executive Steering Committee meeting) may have different timelines for approval of minutes. Please see the Meetings table below for differing timelines. Minutes for a meeting will be approved by the sponsor or designee.

2.1.5.3 Project Communication Tools and Documentation

Following are the types of tools that may be used for communication during this project:

Table 3: Example of Communication tools and documents

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Status Reports	Summarize progress of the project and upcoming activities, including reporting budget and schedule variance	Monthly	Project manager	Project Sponsor	Google Drive
Meeting Minutes	Written record of a meeting	As Needed	Facilitator or designee	Meeting attendees and other interested parties	Google Drive
Project Schedule	Tracks cost and schedule variance and budget	Monthly	Project manager	Team	Google Drive
Project Status Meetings	Provide current project updates, review action items, track schedule and deliverables	Weekly	Project Manager	Team	Online

2.1.5.4 Project Escalation Process

The escalation process addresses those situations when an agreement cannot be reached between the project managers and one or more of its stakeholders in a timely manner. The project managers may enlist the assistance of its stakeholders in the resolution of an issue to ensure the resolution represents the best interests of the project and its stakeholders.

The first level in the escalation path would be to the sponsor. If the issue cannot be resolved at that level within the defined time period, the issue is escalated to the executive level.

The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated to ensure a decision is made before it impacts the project.

Motorola Solutions Escalation Process

If there are issues that cannot be resolved with the project team:

1. The first level in the Motorola Solutions escalation path would be to the Project Manager
2. If the issue cannot be resolved at that level within the defined time period, then the issue can be escalated to the Regional Resource/Program Manager.

3. If the issue cannot be resolved at that level within the defined time period, the issue can be escalated to the Director of Solutions Delivery.
4. If the issue cannot be resolved at that level within the defined time period, the issue may be escalated to the Vice-president of SPSS.

2.1.6 Quality Assurance

Service Quality: At major project intervals prior to key project milestones, a Quality Review will occur that will verify the adherence to plan. Included in such reviews could be readiness for major delivery activities, including provisioning, training, installation and pre-cutover, as well as review of major project deliverables for completeness and adherence to the Statement of Work.

2.1.7 Risk Management

Risk management is the systematic process of identifying, analyzing, and responding to project risks. It includes maximizing the probability and consequences of positive events, and minimizing the probability and consequences of adverse events to project objectives.

2.1.7.1 Risk Management Plan

A risk is considered to be an uncertain event that has the potential to affect project implementation. The practice of risk management is intended to plan and prepare for those possibilities and identify new potential risks throughout the duration of the project.

The process for flagging and managing risks is as follows:

1. Risk Identification - This will be done by reviewing project documentation and by conducting brainstorming sessions with the project team. During the planning phase, an initial evaluation of risks will occur by the project team, led by the project manager. A project team member can identify new risks at any point during the project.
2. Risk Response Planning - The risk index will be used to prioritize risks. The risks will be rated using the probability and impact as estimated and the risk trigger and owner will be identified for further monitoring of the risk. Risk Monitoring & Control - The risk owner will be responsible for monitoring the risk through the project execution and will report the status during every project management meeting. Any updates to the probability or impact of the risks will be communicated to the project manager of the project. When a risk occurs during the project it will be considered an "issue" and be handled according to the agreed response plan.
3. Risk Reporting - The risk response plan will be reviewed and updated for change in probability/impact of the existing risks, new risks identified, and any risk that occurred with the status of the response in action. The risks will be reviewed regularly at project management meetings.
4. Change Requests & Lessons Learned - Any change to the project activities to mitigate a risk or workaround for an unidentified risk may generate change requests. These change requests will follow the procedures detailed in the Change Control section of this document. Any lessons learned will be documented in the lessons learned repository for the project.

2.1.8 Action Items

An action item is defined as a question, problem, or condition that requires a follow up activity for resolution. If unsettled, an action item can become an issue, or depending upon the severity of the impact, a risk.

2.1.8.1 Action Items Management Plan

All action items will be documented in the project Action Item Register with the updated document being stored in the project repository. The procedures for handling an action item are as follows:

Raising the Action Item:

1. All project members are responsible for identifying action items.
2. The project manager designates the team member who will act as the “action item owner.”
3. The owner is primarily responsible for entering the action item.
4. The owner will be responsible for determining the person(s) who is/are assigned to resolve the action item and for notifying the responsible person of the action item.
5. The owner is the primary point of contact responsible for action item tracking, resolution and closure.

Evaluate/Prioritize Action Items:

1. The project manager, with key stakeholders, objectively assesses the priority each action item will receive with respect to its impact on the project.
2. Consideration in determining priority (high, medium, or low) includes:
 - Assessing the consequences of a delayed response to an action item on quality, project cost, scope, technical success, and schedule.
 - Assessing the impact of an outstanding action item on the overall project – not just the discrete action item.
 - Identifying potential risks associated with the action item.
 - Determining possible response to resolve an outstanding action item.

2.1.8.2 Monitor and Control:

1. The project team is responsible for monitoring and controlling action items weekly as follows:
 - Review action item log and assess existing action items that are not in a “Closed” status to determine if:
 - ♦ The priority has changed.
 - ♦ The due date needs to be changed; If the due date is past due it either needs to be extended out further, or an explanation needs to be added to the notes section providing a current update on the action item and when it is expected to be completed).
 - ♦ Ownership needs to be changed.
 - ♦ The action item status is “Completed” and can be “Closed”.
 - Identify and assess new action items.

2.1.8.3 Communication:

1. Communicate status of action items to team members and stakeholders.

2.1.8.4 Escalation:

1. Once the project manager identifies that an action item due date has passed without resolution, the action item may become an issue, based on the priority and potential impact to the project.

2.1.8.5 Closing the Action Item:

1. After it has been completed and communicated, it is the responsibility of the owner to close the action item.

2. The project manager will audit to ensure action items are resolved and closed.

2.1.9 Change Control

Change Control is concerned with influencing the factors that create changes to ensure that changes are agreed upon, determining that a change has occurred, and managing the actual changes when and as they occur.

Changes to the project can impact a variety of areas including cost, scope, schedule, and quality. Changes to the project that impact one or more of these areas must be approved via the change control process outlined in the Contract.

A change request is used to identify a change in cost, schedule, scope, and/or quality relating to the project. The change request will specify what the change is and how it will affect cost, scope, schedule, and/or quality. There are times when the change may affect one without the others.

All change requests must be approved or rejected by the sponsor or designee and will be documented in the project repository.

2.1.9.1 Change Request Procedure

Motorola Solutions and the Customer will utilize the following change control process to manage changes during the life of the project.

1. A change request must be submitted via email to document the potential change - the email for the proposed change must be submitted to Motorola Solutions and the Customer's project managers who will in turn provide it to relevant parties for assessment.
2. All change orders will be logged and tracked - the Customer project manager will record the request in the change management log section of the project control register and will update the log throughout the process.
3. The change will be reviewed and, if acceptable to the Customer, Motorola Solutions will submit to Customer an estimate of the impact to cost, schedule, scope, and quality.
4. Motorola Solutions will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the Customer's project manager (work cannot commence on any new activities related to the change request until all parties agree in writing).
5. Motorola Solutions project manager and Customer project manager will adapt project plans to incorporate approved changes.

2.1.9.2 Change Control Process

Steps for the change control process are as follows:

1. Complete a write-up for the proposed change and submit copies to Motorola Solutions and Customer project manager(s) who will in turn provide to relevant parties for assessment.
2. Record the request in the change management log section of the project control register.
3. Investigate the impact of the proposed change (cost, schedule, scope) and evaluate the impact of not performing the change.
4. Prepare a response to the proposed change.
5. Retain the original in the project repository.
6. Motorola Solutions and Customer agree whether the change should be performed and obtain authorization sign-off of the change request.
7. The appropriate document is created.

If Change is not Accepted:

1. Motorola Solutions project manager will discuss and document the issue with the Customer project manager.
2. The proposed change can be modified and re-submitted, or withdrawn, if it is agreed to be non-essential (in this case, the reasons will be documented).

If Change is Accepted:

1. Once the change request has been approved and signed by the authorized parties, work may begin.
2. Motorola Solutions project manager and the Customer project manager will adapt project plans to incorporate the approved change.
3. Both Motorola Solutions and the Customer must sign-off that a change has been complete.
4. The change control log will be updated.
5. The change control log will be supplied at the progress meetings and/or in status report.

2.2 STATEMENT OF WORK

2.2.1 Overview

This Statement of Work (SOW) describes tasks to be performed in implementing the solution and the deliverables to be furnished to the City of Fort Worth Police Department, Idaho ("Customer"). The tasks described herein will be performed by Motorola Solutions, its subcontractors (as applicable), and the Customer to implement CommandCentral Aware. When assigning responsibilities, the phrase "Motorola Solutions" includes our subcontractors and third-party partners.

Motorola's project manager will use the Statement of Work to guide the deployment process and coordinate the activities of Motorola Solutions resources and teams. The project manager will also work closely with the Customer's project manager to clearly communicate the required deployment activities and schedule tasks involving Customer resources.

The scope of this project is limited to supplying the contracted equipment and software licenses as described in the System Description and system integration and or subscription services as described in this SOW and System and Services agreements. Deviations and changes to this SOW after contract are subject to mutual agreement between Motorola Solutions and the Customer and will be addressed in accordance with the change order provision of the Contract.

2.2.2 Implementation Considerations

Motorola Solutions has made several decisions and considerations in preparing this quote, which are noted below. Motorola reserves the right to modify the solution to incorporate changes for any invalid assumptions. Changes to the equipment or scope of the project after contract may require a change order.

1. The preliminary estimate for completion is three to four months pending date of purchase and Motorola Solutions resource availability. A project schedule will be finalized during the Contract Design Review.
2. All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00p.m. local time for all non-service affecting work. Motorola understands that service

- affecting work may need to be scheduled after hours and will work with the City to accommodate this as necessary.
3. Customer will provide Motorola Solutions staff access to facilities and systems as required to enable Motorola Solutions to perform its tasks in accordance with the project schedule.
 4. State, local or federal permits as may be required for the installation and operation of any equipment associated with this solution are the responsibility of the Customer and are not part of Motorola Solutions scope.
 5. The Customer will provide desk-space and furniture for each Aware console position included in this solution.
 6. Motorola Solutions has no responsibility for the performance of and/or delays caused by contractors or vendors engaged by the Customer for this project.

2.2.3 Contract Award and Management

2.2.3.1 Contract Award

Motorola Solutions and the Customer execute the contract and both parties receive copies of the executed contract.

2.2.3.2 Contract Administration and Project Initiation

After the contract is executed, the project is set up in the Motorola Solutions information and management systems. Motorola Solutions and the Customer assign project resources. The kick-off meeting is scheduled.

2.2.3.3 Project Kickoff

The purpose is to introduce project participants and review the overall scope of the project.

Motorola Solutions Responsibilities:

1. Conduct a project kickoff meeting before the Contract Design Review (CDR) via teleconference.
2. Ensure key project team participants attend the teleconference.
3. Introduce all project participants.
4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.
6. Review the resource and scheduling requirements.
7. Review the initial Project Schedule with Customer to address upcoming milestones and/or events.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Provide a list of additional materials required to enable a successful CDR.

Customer Responsibilities:

1. Ensure key project team participants attend the teleconference.
2. Introduce all project participants.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide requested information on 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.

5. Provide VPN access to Motorola Solutions staff to facilitate delivery of services described in this Statement of Work.
6. Acknowledge the list of requirements and schedule needed to finalize design for CDR.
7. Ensure any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to 3rd party licensing agreements.
8. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola Solutions resources to obtain access to each of the sites identified for this project.
9. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria:

1. Project kick-off meeting completed.

Motorola Solutions Deliverable

Title
Project Kickoff Meeting Minutes

2.2.4 Contract Design Review (CDR)

The objective of the CDR is to review the project scope, project schedule, technical components, equipment list, training approach and test plan with the Customer project team.

Any changes to the contracted scope can be initiated via the change provision of the contract.

Motorola Solutions Responsibilities

1. Review the contract exhibits: System Design, Statement of Work, Project Schedule, and, Interface Specification Document(s) as applicable.
2. Review 3rd party partner and components for the installations of the video surveillance system included in this project.
3. Review the technical, environmental and network requirements of the provided Aware solution.
4. Conduct reviews of the ISDs to explain how the contracted interface(s) function.
5. Document variances between the Customer's expectations and the ISDs.
6. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola Solutions and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the contract.
7. Review the test plan that will include test procedures that define steps to be taken to validate functionality, pass/fail criteria, and the resolution for deficiencies.
8. Request shipping address and receiver name.
9. Provide completed paperwork, provided to Motorola Solutions during project kickoff, that enables Motorola Solutions resources to obtain site access.
10. Work with Customer to review and memorialize project completion criteria and definition of completion of project.
11. Motorola Solutions is not responsible for issues our control. Such as but not limited to improper frequency coordination by others and non-compliant operation of other radios.

Customer Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.

2. Provide network environment information as requested.
3. Make knowledgeable individuals available for the ISD reviews.
4. Provide input on the current use of the interface and verify that the functional specification in the ISD meets the use case or identify desired changes to the specifications.
5. Provide requested information on API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting.
6. If applicable, test existing equipment and/or any 3rd. party equipment with which Motorola equipment will interface.
7. Providing shipping address and receiver name.
8. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per contract.
9. Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).
10. Work with Motorola Solutions to review and memorialize project completion criteria and definition of completion of project.

Completion Criteria

1. The CDR is complete upon both parties memorializing the project completion criteria.

2.2.5 Shipping and Procurement - Hardware/Software

2.2.5.1 Procure and Ship Equipment

Motorola Solutions Responsibilities

1. Procure contracted equipment in accordance with the equipment list.
2. Arrange for shipping to Customer location
3. Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

1. Provide and install all communications lines and network equipment and configuration that are not Motorola provided in accordance with the project schedule.
2. Provide software required for the support of interfaces that have not been contracted for through Motorola.

Completion Criteria

1. Equipment order is completed and shipped to Customer.

2.2.6 System Installation

2.2.6.1 CommandCentral System General Installation and Configuration

Motorola Solutions Responsibilities

1. Receive and inventory contracted equipment (reference equipment list).
2. Rack and install the CloudConnect server on existing Customer equipment rack.
3. Connect server power to power source PDU provided by the Customer.
4. Connect server to the Customer's network switch.

5. Assign the Customer provided IP addresses to both the physical and virtual machine servers.
6. Configure Server with contracted software licenses.
7. Configure Aware workstations with monitors supplied by Customer per MSI specifications. The following number of workstations for each scenario shall be as follows:
 - Scenario # 1: 1 workstation with 3 monitors
 - Scenario # 2: 6 workstation with 18 monitors total (3 monitors for each)
8. Connect and test the monitors connected to the workstation in accordance with the system design diagram and documentation.
9. Configure the MCC7500e consoles proxy server and firewall to integrate the Customer's Radio network into the Aware workstations .
10. Upgrade the radio core with the MCC7500E supplied licenses in this project.
11. Provision of the username/password for the two (2) MCC7500E consoles.
12. Install the MCC7500E console software on both Aware workstations and configure the audio devices (microphone, speakers and headsets).
13. Configure network connectivity and test connection to the CloudConnect server.
14. Configure video management systems and including cameras IP mapping (not to exceed 200 cameras) supplied by the Customer.

Customer Responsibilities

1. Provide access to the sites as required for Motorola Solutions to complete installation activities.
2. Provide IP addresses for server and workstation equipment per system design documentation.
3. Provide AC receptacles within ten (10) feet of locations where equipment is to be installed.
4. Provide a 1 Gigabit network Ethernet port within six (6) feet for each of the workstation's installation area. Provide user names, email addresses, phone numbers in order to create logons for system
5. Provide all required 3rd. party API and SDK licensing and documentation for Customer's existing systems such as CAD, Video Management Systems, etc.(as applicable).
6. Provide a dedicated delivery point for receiving, inventory and storage of equipment.
7. Provide an antivirus software for the Aware workstations and CloudConnect server.
8. Decommission, remove and/or dispose of any existing equipment being replaced by the CommandCentral Aware solution.

Completion Criteria

1. Aware system equipment installation and configuration is complete.

2.2.6.2 Interfaces/Connectors and Integration

Development of interface connectors (if required) will be completed in accordance with the ISD(s).

Connectivity will be established between CommandCentral Aware and the external and/or third-party systems to which CommandCentral Aware will interface. Motorola Solutions will configure Aware to support each contracted connector. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the connector(s).

Motorola Solutions Responsibilities

1. Develop interface connector(s) (if required) in accordance with the ISD(s).
2. Establish connectivity to external and third-party systems.
3. Configure interface connector to support the functionality described in the ISD(s).
4. Perform unit testing of each interface connector.

Customer Responsibilities

1. Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with CommandCentral Aware.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' connector installation efforts.
3. Provide network connectivity between Aware and the third-party systems.
4. Adhere to the requirements presented in the ISD(s).

Motorola Solutions Deliverables

Title
Contracted Connectors
- TriTech CAD Connector
- Milestone XProtect Video Management System Connector
- Avigilon ACC Video Management System Connector

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Aware to some 3rd party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems Motorola Solutions will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

2.2.6.3 CommandCentral Aware Geospatial Mapping Configuration

Motorola Solutions Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
2. Add camera locations to ESRI system map and configure hot links within Aware system.
3. Test mapping layers and links in accordance with the system Design Document.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel
2. Provide published GIS map layers.
3. Work with Motorola Solutions staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

1. Aware Geospatial Mapping configuration is complete.

2.2.6.4 Location Integration

Motorola Solutions Responsibilities

1. Provide all associated software and licenses required to provide Customer with CommandCentral Aware Location tracking functionality.
2. If an upgrade to Customers IMW is required to support CommandCentral Aware, provide hardware required upgrade to Customer.
3. Provide integration services between the radio network and CommandCentral network.
4. Configuration and updates to the IMW system network required to support the location and mapping CommandCentral Aware application.

5. Provide CommandCentral Aware provisioning support.

Customer Responsibilities

1. Provide the backhaul connections for cloud services based on Motorola's recommended network specifications.
2. Customer will be responsible for any subscriber provisioning.
3. Mount the sensors to their holsters.
4. Provision subscribers as needed

2.2.7 System Installation & Configuration Acceptance (Milestone)

1. All Motorola CommandCentral supplied equipment and software is installed, configured and accepted by City of Fort Worth.

2.2.8 CommandCentral Aware Training

CommandCentral Aware training is made available to you via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of on-line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to them

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

1. Initial set up of Panorama* and addition of administrators.
2. Provide instruction to Customer LMS Administrators on:
 - a. Adding and maintaining users
 - b. Adding and maintaining Groups*.
 - c. Assign courses and Learning Paths*
 - d. Running reports.

Customer Responsibilities

1. Provide Motorola with names (first and last) and emails of Customer LMS administrators
2. Provide access to learningservices.motorolasolutions.com
3. Complete LMS Administrator training
4. Advise users of the availability of the LMS
5. Add/modify users, run reports and add/modify groups.

Completion Criteria

1. Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

***Panorama** - A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

***Groups** - A more granular segmentation of the LMS that are generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

***Learning Path** - A collection of courses that follow a logical order, may or may not enforce linear progress.

2.2.9 Functional Acceptance Testing

The objective of functional acceptance testing is to test the features, functions and interfaces (as applicable) of the system that will be used by the Customer to validate they perform according to the contractual requirements. The test plan may not test all functions of the system if they have been identified as not being applicable to the Customer's operations or for which the system has not been provisioned. If additional on-site tests are required, it will be addressed via the change order provisions.

Motorola Solutions Responsibilities

1. Conduct acceptance testing in accordance with the approved test plan.
2. Develop remediation plan for features that fail the test.

Customer Responsibilities

Witness the functional acceptance testing and acknowledge its successful completion.

15. Participate in the documentation of items that fail testing and note the remediation action.

Completion Criteria:

1. Successful completion of all tests per the test plan.

2.2.10 As-Built Documentation

Motorola Solutions Responsibilities

1. Provide an electronic as-built documentation on a Compact Disk (CD). The documentation will include the following:
 - a. Functional Acceptance Test Plan test sheets and results
 - b. CommandCentral Solution Configuration / Diagrams
 - c. System password list
 - d. System IP Plan

Customer Responsibilities

1. Acknowledged receipt of As-Built documentation provided by Motorola.

Completion Criteria

1. Customer receipt of As-Built documentation.

2.2.11 Live Cut and Transition to Support

2.2.11.1 Live Cut

Following the completion of testing Motorola Solutions and Customer will schedule a mutually agreeable time to officially transition to production use of the CommandCentral Aware system. This Live Cut event memorializes the closure of the implementation phase of the project and transitions Customers on-going support to Motorola Solutions Support organization.

Motorola Solutions Responsibilities

1. Motorola Solutions and Customer determine a mutually agreed upon Go-Live date based upon discussions held during the CDR.
2. Conduct Go-Live teleconference with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities

1. Attend Go-Live teleconference and determine Go-Live plan with Customers users.
2. Notify the user group (s) affected by the Go-Live (date and time).

Completion Criteria

1. Customer uses the CommandCentral Aware system in production mode.

2.2.11.2 Transition to Support

Following the live cut event, the Motorola Solutions Project Manager will conduct a call between the Customer and the Motorola Solutions Support organization for introductions and a review of how to engage support.

Motorola Solutions Responsibilities:

1. Provide Customer with Motorola Solutions Support engagement process and contact information.
2. Gather contact information for Customer users authorized to engage Motorola Solutions Support.
3. Schedule and facilitate the handover call between Customer and Motorola Solutions Support organization.

Customer Responsibilities:

1. Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions Support.
2. Participate in the handover call, familiarize themselves with the terms and conditions of support
3. Engage the Motorola Solutions Support organization as needed.

Completion Criteria:

1. Conclusion of the handover to support call constitutes completion of implementation activities.

2.2.12 Post Implementation Consultative Service

CommandCentral Aware Post Implementation Consultative Service provides you with a personalized experience during the first weeks as a CommandCentral customer. On-site consultation services provide individualized assistance and provide your personnel with the knowledge to operate and customize CommandCentral Aware within your organization. This includes understanding how to identify and distribute incident-relevant intelligence from aggregated data, query and video sources to first responders in real time, and proactively identify issues before they escalate. You will receive

Aware Full Suite - two (2) - two (2) day on-site consultation sessions. The first session to be scheduled within 30 days of transitioning to Motorola Solutions Support. The second session to be scheduled 90 days from the conclusion of the first on-site session.

Motorola Responsibilities

1. Deliver the contracted on-site service

Customer Responsibilities

1. Schedule on-site service as required following the transition to Motorola Solutions support.
2. Schedule and coordinate the resources who will work with the Motorola Solutions CommandCentral Aware Post Implementation Consultant.

Completion Criteria

1. Tasks are considered complete following the delivery of the on-site consultation.

2.3 OPTIONALLY OFFERED COMPONENTS FOR ADDITIONAL PURCHASE

Each of the following service options may be purchased to further enhance the CommandCentral Aware user experience.

2.3.1 CommandCentral Aware On-Site Training

On-site training consists of three (3) days of on-site instructor lead discussion and hands on workshop. On-site training supplements the user learning experience provided by the Motorola Solutions Software Enterprise Learning Management Systems (LMS) and is structured to your individual needs.

Motorola Solutions Responsibilities

1. Conduct training discovery teleconference with Customer's PM or Training Manager to understand the Customer needs and objectives of Motorola Solutions on-site training.
2. Develop Customer specific curriculum and route to Customer for review and approval.
3. Schedule on-site training
4. Upon completion of on-site training, provide Customer with a Training summary report focusing on suggested Customer actions that will enable greater success in using the CommandCentral Aware features.

Customer Responsibilities

1. Participate in the training discovery teleconference.
2. Review and approve the Customer specific curriculum prior to Motorola Solutions scheduling on-site training.
3. Provide a classroom and training environment that enables participants to focus on learning without distraction or interruption. The training environment must provide internet access, access to the CommandCentral Aware system and accommodate up to twelve participants.
4. Provide one workstation with three monitors for each participant and one workstation with three monitors for the Motorola Solutions instructor.

Completion Criteria

1. Work is considered complete upon conclusion of the on-site instructor led training.

2.3.2 CommandCentral Aware Post Implementation Tune Up

CommandCentral Aware Post Implementation Tune Up service allows you to further benefit from Motorola Solutions Professional Services consultant through two individual one-day on site sessions. Similar to the Post Implementation Consultative Services our Consultant will one on one time with

your designee to address any operation concerns you may have and to provide recommendations to further optimize your use of CommandCentral Aware. Topics of discussion could include the following:

- Make recommendations for optimal use
- Review zone/beat assignments and rules for selected users
- Review custom rules creation for selected users
- Additional follow up, as needed, on any open items

Motorola Solutions Responsibilities

1. Deliver the contracted on-site service

Customer Responsibilities

1. Schedule tune-up service via the Motorola Solutions support organization.
2. Schedule and coordinate the resources who will work with the Motorola Solutions CommandCentral Aware Post Implementation Consultant.

Completion Criteria

Tasks are considered complete following the delivery of the on-site consultation.

SECTION 3

PRICING SUMMARY

3.1 SCENARIO # 1: COMMANDCENTRAL AWARE HOSTED SOLUTION (1 SEAT) – PRICING SUMMARY

CITY OF FORT WORTH, TX CommandCentral Solutions		
Command Central AWARE	Price	Annual Subscription
Command Central Aware Hosted Solution Introductory Offering Includes:	\$45,212	\$31,600
<ul style="list-style-type: none"> - CommandCentral Aware Licenses (Hosted) - 1 seat, 1 year subscription with Software Maintenance and Technical Support. Includes: - CAD integration with the City's existing TriTech CAD Systems - Video Integration with the existing Milestone Xprotect, IndigoVision Video Systems - One Video connector for Integration to Avigilon Control Center (ACC) Video Management System - Motorola Solutions existing ASTRO 25 Radio System Integration emergency button alert and Mapping application including Accuweather Service, Agency ESRI Data Sets Integration - 1 CloudConnect Aware Server 		
Aware Implementation Services Including: Project Management, Engineering, Configuration, Installation, Programming, Integration, One time Connector set-up fees, Start-up fees and Commissioning of the CommandCentral Aware SaaS Licenses, 3-days Aware On-site Training and Aware Onboarding & Operational Services	\$170,467	
CommandCentral Aware Hosted Platform Year 1 Total:	\$215,679	
Aware workstation (Qty.1) and monitors (To Be Supplied by Customer)		\$0
MCC7500e Radio Consoles Integration Integration to the existing Motorola Dispatch Radio Console System MCC7500e into 1 Aware workstation, Including all the software & hardware required and System Integration services	\$59,458	
CommandCentral Aware SaaS Solution Grand Total Yr.1:	\$275,137	
CommandCentral Aware Solution Subscription Renewals - Years 2 & 5	\$134,665	
CommandCentral Aware Hosted Solution, 1 seat - 5-Year Subscription Agreement Grand Total:	\$409,802	



3.1.1 Scenario # 1 Annual Subscription Breakdown

Subscription Renewals	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Annual Subscriptions TOTAL
CommandCentral - Out-Years 2 - 5					
Aware SaaS Licenses , 1 Seat- Annual Subscription	\$31,600	\$31,600	\$31,600	\$31,600	\$126,400
MCC7500e Consoles - Annual SMA	\$2,066	\$2,066	\$2,066	\$2,066	\$8,265
Annual Subscriptions Renewals - Years 2 - 5 Grand Total:	\$33,666	\$33,666	\$33,666	\$33,666	\$134,665

3.2 SCENARIO # 2 : COMMANDCENTRAL AWARE HOSTED SOLUTION (7 SEATS) – PRICING SUMMARY

CITY OF FORT WORTH, TX CommandCentral Solutions		
Command Central AWARE	Price	Annual Subscription
Command Central Aware Hosted Solution Introductory Offering Includes:	\$177,214	\$164,014
- CommandCentral Aware Licenses (Hosted) - 7 seats, 1 year subscription with Software Maintenance and Technical Support. Includes:		
- CAD integration with the City's existing TriTech CAD Systems		
- Video Integration with the existing Milestone Xprotect, IndigoVision Video Systems		
- One Video connector for Integration to Avigilon Control Center (ACC) Video Management System		
- Motorola Solutions existing ASTRO 25 Radio System Integration emergency button alert and Mapping application including Accuweather Service, Agency ESRI Data Sets Integration		
- 1 CloudConnect Aware Server		
Aware Implementation Services Including: Project Management, Engineering, Configuration, Installation, Programming, Integration , One time Connector set-up fees, Start-up fees and Commissioning of the CommandCentral Aware SaaS Licenses , 3-days Aware On-site Training and Aware Onboarding & Operational Services	\$171,039	
CommandCentral Aware Hosted Platform Year 1 Total:	\$348,253	
Aware workstations and monitors (To Be Supplied by Customer)	\$0	
MCC7500e Radio Consoles Integration	\$59,458	
Integration to the existing Motorola Dispatch Radio Console System MCC7500e into 1 Aware workstation, Including all the software & hardware required and System Integration services		
CommandCentral Aware SaaS Solution Grand Total Yr.1:	\$407,711	
CommandCentral Aware Solution Subscription Renewals - Years 2 & 5	\$664,321	
CommandCentral Aware Hosted Solution, 7 seats - 5-Year Subscription Agreement Grand Total:	\$1,072,032	

3.2.1 Scenario # 2 Annual Subscription Breakdown

Subscription Renewals	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Annual Subscriptions TOTAL
CommandCentral - Out-Years 2 - 5					
Aware SaaS Licenses , 7 Seat- Annual Subscription	\$164,014	\$164,014	\$164,014	\$164,014	\$656,056
MCC7500e Consoles - Annual SMA	\$2,066	\$2,066	\$2,066	\$2,066	\$8,265
Annual Subscriptions Renewals - Years 2 - 5 Grand Total:	\$166,080	\$166,080	\$166,080	\$166,080	\$664,321

3.3 LOCATION AND PRESENCE LICENSES

IMW Location and Presence Licences	Pricing
500 IMW Location Licenses (UA00014AA)	\$32,400
HGAC and Fort Worth Discounts	(\$4,698)
Grand Total	\$27,702

Note, IMW location services licenses also require a corresponding presence license

se. At the time of this proposal the City of Fort Worth has 10,000 presence licenses and 2,000 location licenses enabled on City's IMW server.

SECTION 4

TERMS & CONDITIONS



SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and The City of Fort Worth ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"Native Data" means data that is created solely by Customer or its agents.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"Software" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"Solution" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

"Solution Data" means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

"Statement of Work" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"Subscription Services" means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

"Users" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 Changes. Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 Non-solicitation. During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 Term. Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 Minimum Initial Term. For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 Renewals. The terms and conditions of the Agreement and will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum

entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by

a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 Proprietary Rights. Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general

public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 Misuse. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12. DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin

implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1. Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 Future Regulatory Requirements. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers,

directors, or employees.

16.3 Audit. Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 Assignability. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 Subcontracting. Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 Waiver. Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 Severability. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 Headings. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 Authority To Execute Agreement. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15. ENTIRE AGREEMENT. This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

MOTOROLA SOLUTIONS, INC.

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BILL TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

SHIP TO ADDRESS:

Name: _____

Address: _____

Address: _____

Phone #: _____

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____

EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola "Proposal/Quote dated <u>July 01, 2019</u> " or "Payment Schedule", as applicable.
Exhibit B-1	Technical and Implementation Documents, if any.
Exhibit B-2	Equipment List.

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

- 2.1. "Product Price" means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.
- 2.2. "Effective Date" means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.
- 2.3. "Equipment" means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.
- 2.4. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.6. "Non-Motorola Software" means Software that another party owns.
- 2.7. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.
- 2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.10. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

2.11. "Specifications" means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

2.12. "Warranty Period" means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to "Subscription Services" in the Primary Agreement shall mean Product as applicable in this Addendum.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Addendum will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4. ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

5. CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6. SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

7. REPRESENTATIONS AND WARRANTIES

7.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a

United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

8.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 10 are subject to and limited by the restrictions set forth in Section 9.

9. LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

10. GENERAL

10.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer

will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

10.3 AUTHORITY TO EXECUTE ADDENDUM. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

The Parties hereby enter into this Addendum as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and The City of Fort Worth ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the Addendum to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of

this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found)

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or

Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties 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.

8.2 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.

8.3 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).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



Quote Date:04/20/2020
Expiration Date:07/19/2020
Quote Created By:
Casey Moore
Casey.Moore@
motorolasolutions.com

End Customer:
FORT WORTH, CITY OF
Alan Gorton

Contract: 34071 - FORT WORTH TX

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	105	\$1,963.00	\$1,146.39	\$120,370.95
1a	Q698AA	ADD: 2.5 INCH BELT CLIP	105	\$12.00	\$7.01	\$736.05
1b	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	105	\$100.00	\$58.40	\$6,132.00
1c	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	105	\$1,570.00	\$916.88	\$96,272.40
1d	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	105	\$0.00	\$0.00	\$0.00
1e	QA00580AF	ADD: TDMA OPERATION	105	\$450.00	\$133.00	\$13,965.00
2	NNTN8128BR	BATT IMPRES LIION 2000T	128	\$117.00	\$71.00	\$9,088.00
3	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA	5	\$655.00	\$491.25	\$2,456.25
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	105	\$121.00	\$96.80	\$10,164.00
5	HW000256A01	KNOB,KNOB, VOLUME	25	\$5.92	\$4.74	\$118.50
6	HW000254A01	KNOB,KNOB, CHANNEL	25	\$5.92	\$4.74	\$118.50



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
7	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	105	\$76.00	\$57.00	\$5,985.00
8		APX NEXT INFRASTRUCTURE	1			\$125,392.00
9		ONE -TIME MANAGEMENT INCENTIVE FOR P.O. BY JUNE 23, 2020				(\$125,392.00)

Grand Total **\$265,406.65(USD)**

This proposal is subject to the terms, conditions and pricing of City of Ft. Worth contract #50054 between the City of Fort Worth and Motorola Solutions, Inc. dated December 18, 2017. This proposal may be accepted by issuing a purchase order that specifically references the aforementioned contract (e.g., This PO is being issued in accordance with the terms, conditions and pricing of City of Fort Worth contract #50054 between the City of Fort Worth and Motorola Solutions, Inc. dated December 18, 2017).



STATEMENT OF WORK

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the Services Agreement or other signed agreement between Motorola Solutions and the Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

1.1 DESCRIPTION OF SERVICES

SmartConnect ties a configured device to an enabled LMR network through a supported broadband network and cloud hosted gateway. To take advantage of the SmartConnect application service, the Customer must have a SmartConnect-capable ASTRO 7.17 or higher LMR network. This proposal does not support the legacy tiers of the APX platform for SmartConnect services. The work to upgrade and configure the infrastructure and license and configure APX NEXT subscriber platform is included in this proposal.

The ViQi Virtual Partner Application Service enables the ViQi Virtual Partner feature in the supported devices, enables the LTE network (APX NEXT devices only), maintains the ViQi Virtual Partner cloud platform, and enables provisioning of users and devices in the cloud-hosted service. To take advantage of the ViQi Virtual Partner Application Service, on-premise infrastructure components may be required to establish connectivity to the state and local database. No provision has been made in this proposal to use the LMR network for ViQi Virtual Partner queries. The work to deploy, upgrade, and configure the infrastructure to enable ViQi Virtual Partner functionality is included in the scope of this offer and document.

Motorola Solutions Responsibilities

- Gather system information from the customer regarding system IDs and configuration needed to deploy SmartConnect.
- Gather provisioning information from the customer regarding radios, talkgroups, profile IDs that SmartConnect will be applied to.
- Update TNCT for SmartConnect configuration and push TNCT configs to the impacted transport.
- Setup and provision CCAdmin.
- Configure SmartConnect site in UNC and PM.
- Rack and cable internetworking firewall.
- Connect dedicated NICs for LMPs on existing servers.
- Install LMP virtual server software and deploy each LMP.
- Assist with ViQi set up and configuration.
- Deploy and maintain any required infrastructure (server) to establish connectivity to the state and local database.

Customer Responsibilities

- Provide internet connection between ASTRO system (LMP) and the SmartConnect Gateway in the cloud per specifications provided by Motorola.
- Provide Internet IP access and gateway address.

- Provide system information on radios, talkgroups, profile IDs that SmartConnect will be applied to.
- Provision CCAdmin.
- Configure SmartConnect in Subscriber Codeplug.
- Obtain any required state certification or approval of ViQi Virtual Partner.
- Deploy and maintain any required infrastructure (server) to establish connectivity to the state and local database.
- Procure APX NEXT subscribers to work with the infrastructure services



AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

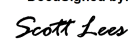
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC27005D81423...
Chuck Wemple, Executive Director
Date: 7/31/2023

Signed for: **Motorola Solutions, Inc.**

Printed Name & Title:

DocuSigned by:

036A3CF0B16F414...
Scott Lees VP Government Sales - west
Date: 7/31/2023

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Motorola Solutions, Inc
Chicago, IL United States

Certificate Number:
2024-1125418

Date Filed:
02/19/2024

Date Acknowledged:

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, TX

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.

Fort Worth #50054
Communications Equipment and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Casey C. Moore, and my date of birth is [REDACTED].

My address is 321 Stansbury Dr., Keller, TX, 76248, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 19 day of February, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: March 18, 2024

SUBJECT:

ETJ Release Petition for 4416 Smiling Hills CT (Case 24-080): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 2.00 acres of land addressed as 4416 Smiling Hills CT. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On February 23, 2024, a petition was submitted by Early Edward and Loraine Wellborn (owners) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 2.00 acres of land known as Lot 8, Smiling Hill; as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

STAFF CONTACT:

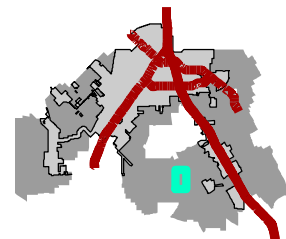
Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com

817-426-9684



THE CITY OF
BURLESON
TEXAS

4416 Smiling Hills CT
Lot 8, Smiling Hill
ETJ Release Petition
Case 24-080



Vicinity Map

FEB 23 2024

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent	Owner
Name:	Name: <u>Early Edward Wellborn</u>
Company::	<u>Lorraine S Wellborn</u>
Address::	Address:: <u>4416 Smiling Hills CT</u>
	<u>Clphurne TX 76031 7956</u>
Telephone:	Telephone: <u>817 789 2303</u>
Email:	Email: <u>Edward Wellborn@yahoo.com</u>
Signature:	Signature: <u>Early Edward Wellborn</u> <u>Lorraine S Wellborn</u>

SITE INFORMATION


Number of properties within the area to be released:	<u>1 (one)</u>
General location or address of area to be released:	<u>4416 Smiling Hills CT Clphurne TX 76031</u>
Total Acres to be released:	<u>2 (two)</u>
County of Request	<u>Johnson County Texas</u>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)

<input type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page)
<input type="checkbox"/>	50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	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.
<input type="checkbox"/>	Owners signature required: <u>Early Edward Wellborn</u> <u>Lorraine S Wellborn</u>

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
<p>Tax ID # 126354300080</p> <p>4416 Smilink Hills Ct</p> <p>Cleburne TX 76031 7956</p> <p>Jefferson Hodgey Survey</p> <p>Abstract # 329</p> <p>Recorded in Volume 837</p> <p>Page 540</p>	<p><i>Early Edward Welborn</i></p> <p><i>Doraine S Welborn</i></p>	<p>State of <u>Texas</u></p> <p>County of <u>Tobacco</u></p> <p>The instrument was signed or acknowledged before me on <u>February 21, 2024</u></p> <p>By <u>Early Edward Welborn, Doraine S Welborn</u></p> <p>Print name of signer(s)</p> <p><i>Katherine Ann McVey</i></p> <p>Notary Signature</p> <p></p> <p>State of _____</p> <p>County of _____</p> <p>The instrument was signed or acknowledged before me on _____</p> <p>By _____</p> <p>Print name of signer(s)</p> <p>_____</p> <p>Notary Signature</p>

GF# 05200604

All that certain lot, tract or parcel of land lying and being situated in Johnson County, Texas, being in the JEFFERSON HAGGERTY SURVEY, Abstract No. 329, Johnson County, Texas, and being part of that certain 70.43 acre tract recorded in Volume 837, Page 540, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod being North 60 degrees 03 minutes 34 seconds East, 530.84 feet and North 1636.14 feet from the Southwest corner of said 70.43 acre tract;

THENCE North 248.91 feet to an iron rod for a corner;

THENCE East 350.0 feet to an iron rod for a corner;

THENCE South 248.91 feet to an iron rod for a corner;

THENCE West 350.0 feet to the Point of Beginning, save and except a 30.0 foot strip of land on the West side of said tract reserved for a road easement.

Property Address: 4416 SMILING HILLS COURT CLEBURNE, TX 76031

City Council Regular Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: March 18, 2024

SUBJECT:

ETJ Release Petition for 8116 CR 1016A (Case 24-085): Consider denial of a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 3.49 acres of land known as Lot 1 & 2, Block 1, Tolliver Estates. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

SUMMARY:

On February 29, 2024, a petition was submitted by Angela Tolliver (owner) to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 3.49 acres of land known as Lot 1 & 2, Block 1, Tolliver Estates, as shown on the attached Exhibit A.

RECOMMENDATION:

Deny ETJ Release Petition.

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

None.

REFERENCE:

[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None

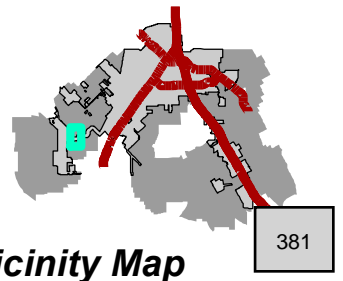
STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684



THE CITY OF
BURLESON
TEXAS

8116 CR 1016A
Lot 1 & 2, Block 1, Tolliver Estates
ETJ Release Petition
Case 24-085



Vicinity Map

Release from Extraterritorial Jurisdiction (ETJ) Petition

APPLICANT / OWNER

Applicant or Authorized Agent		Owner	
Name:	Angela Tolliver	Name:	Angela Tolliver
Company::		Company:	
Address::	8116 CR 1016 A Burleson, TX 76028	Address::	8116 CR 1016 A Burleson, TX
Telephone:		Telephone:	817-475-9142
Email:		Email:	mytoylady@yahoo.com
Signature:		Signature:	Angela Tolliver

SITE INFORMATION


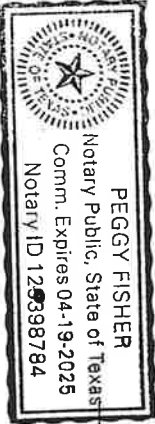
Number of properties within the area to be released:	2
General location or address of area to be released:	8116 + 8018 CR 1016 A
Total Acres to be released:	3 1/2
County of Request	Johnson

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
N/A	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
N/A	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: <u>Angela Tolliver</u>

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
<p>126-4727-01010 Lots 1 & 2 BKH Tolliver Estates 8116 + 8018 CR 1016A Burleson, TX 760028</p>		<p>State of <u>Texas</u> County of <u>Johnson</u> The instrument was signed or acknowledged before me on <u>Feb. 09 2024</u> By <u>Angela Tolliver</u> Print name of signer(s)  <u>Peggy Fisher</u> Notary Signature</p>
	<p>Received by City Secretary's Office FEB 29 2024</p>	<p>State of _____ County of _____ The instrument was signed or acknowledged before me on _____ By _____ Print name of signer(s) _____ Notary Signature</p>

Planning & Zoning Commission Meeting

DEPARTMENT: Development Services

FROM: Tony McIlwain, Development Services Director

MEETING: March 18, 2024

SUBJECT:

1611 Golf Club at 224 E. Renfro Street (Case 24-036): Hold a public hearing and consider approval of a resolution for a variance to section 14-44.b.1, The sale of alcoholic beverages within 300 feet of a public or private school, from the City of Burleson Code of Ordinances. (*Staff Presenter: Tony McIlwain, Development Services Director*)

SUMMARY:

On February 5, 2024, an application was submitted by Aaron Adair, on behalf of Camille Bransom, requesting an alcohol distance variance, allowing for the sale of alcoholic beverages within 300 feet of a private or public school for 1611 Golf Club located at 224 E. Renfro Street. Staff has determined Nola Dunn Elementary School is approximately 95 feet in a direct line from the property line of the business to the property line of the public school.

Staff sent public notices to all property owners within 300 feet of the subject property and directly contacted the Burleson Independent School District to notify them of the request and public hearing but had no response. 1611 Golf Club will be required to meet all other TABC regulations for this establishment. The applicant's variance reasoning has been attached as Exhibit 4.

RECOMMENDATION:

Recommend approval of a resolution for a variance to section 14-44.b.1, The sale of alcoholic beverages within 300 feet of a public or private school.

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

January 16, 2024 Planning and Zoning Commission recommended approval of a Specific Use Permit for indoor Commercial Amusement for 224 E Renfro Street Case23-351).

January 22, 2024 City Council Approval of a Specific Use Permit for indoor Commercial Amusement for 224 E Renfro Street (Case 23-351)

REFERENCE:

<https://ecode360.com/39928174>

FISCAL IMPACT:

None

STAFF CONTACT:

Tony McIlwain
Development Services Director
tmcilwain@burlesontx.com
817-426-9684

1611 Golf Club Alcohol Distance Variance



Location:

- 224 E Renfro St.
- 3.29 acres

Applicant:

- Aaron Adair

Item for approval:

- VAR (24-036)



1611 Golf Club Alcohol Distance Variance



Background

Applicant is proposing to occupy the former Dollar General suite attached to City Market and operate 1611 Golf Club:

- Training and entertainment venue
- Multiple golf bays with Trackman technology
- Putting green
- Full service bar and kitchen

Existing Zoning

Base zoning of CC, Central Commercial

- Old Town Overlay

Request

1611 Golf Club is requesting a variance to the sale of alcoholic beverages within 300 feet of a public or private school. All other aspects of chapter 14 Article II and all other TABC regulations will be in compliance.



Chapter 14: Article II Alcoholic Beverage Establishments



14-44 Sale of alcoholic beverages near churches, public hospitals, public or private schools, daycare centers, and child-care facilities:

- (b) Public schools, private schools, day care and child-care facilities.
 - **(1) The sale of alcoholic beverages within 300 feet of a public or private school is hereby prohibited.**
 - (2) The sale of alcoholic beverages within 300 feet of a day care center or child-care facility is hereby prohibited. This prohibition does not apply to a permit or license holder who holds a food and beverage certificate, in accordance with V.T.C.A., Texas Alcoholic Beverage Code § 109.331(a).
 - (3) The measurement of the distance between the place of business where alcoholic beverages are sold and a public school, private school, day care center or child-care facility shall be:
 - **a. In a direct line from the property line of the public school, private school, day care center, or child-care facility to the property line of the place of business, and in a direct line across intersections; or**
 - **b.** If the permit or license holder is located on or above the fifth story of a multi-story building, in a direct line from the property line of the public school, private school, day care center, or child-care facility to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.



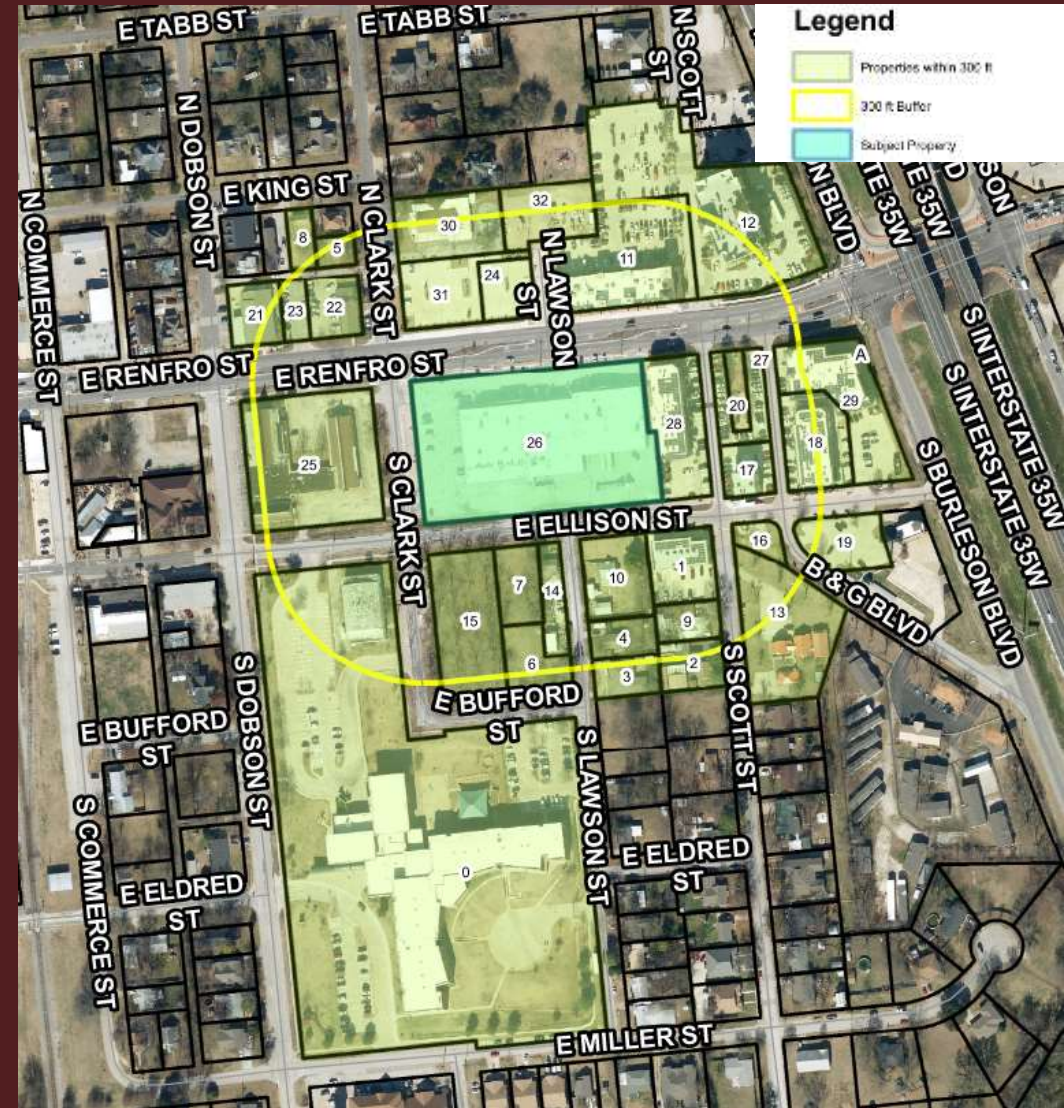
1611 Golf Club Alcohol Distance Variance



Public Hearing Notice

- Public notices mailed to property owners within 300 feet of the subject property.
- Directly contacted Burleson Independent School District and they have no objection to the variance request.
- Published in newspaper.

Staff has not received any inquiries regarding this request.



1611 Golf Club Alcohol Distance Variance



Staff Recommendation

Staff recommends approval of a resolution for a variance to 14-44.b.1, The sale of alcoholic beverages within 300 feet of a public or private school, at 224 E Renfro Street as proposed by the applicant.



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR A VARIANCE TO CHAPTER 14 ARTICLE II, ALCOHOLIC BEVERAGE ESTABLISHMENTS, RELATING TO THE SALE OF ALCOHOLIC BEVERAGES WITHIN 300 FEET OF A PRIVATE OR PUBLIC SCHOOL AT 224 E RENFRO STREET.

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, Chapter 14, Article II, Alcoholic Beverage Establishments, of the City of Burleson Code of Ordinances (2005) regulates the sale of alcoholic beverages within 300 feet of a public or private school within the jurisdiction of the City; and

WHEREAS, on February 5, 2024, an application was submitted by Aaron Adair on behalf of Camille Bransom for a variance to allow for the sale of alcoholic beverages within 300 feet of a public school for 1611 Golf Club located at 224 E Renfro Street, and

WHEREAS, on March 18, 2024, the City Council made an inquiry into the matter and reviewed all the relevant information at a duly called public meeting, and

WHEREAS, the City Council desires to grant a variance as specified herein and hereby determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose is not effective or necessary, or for any other reason, after consideration of the health, safety, and welfare of the public and the equities of the situation, hereby determines is in the best interest of the community.

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

Section 1.

City Council hereby grants a variance to Section 14-44(b)(1) of Chapter 14, Businesses, of the City of Burleson Code of Ordinances (2005) prohibiting the sale of alcoholic beverages within 300 feet of a public or private school at 224 E Renfro Street.

Except as otherwise specified above, all other conditions, regulations, procedures, and rules of Chapter 14, Businesses, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to Alcoholic Beverage Establishments at 224 E Renfro Street.

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:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

I hereby certify that this application is in conformance with the requirements of the City's Subdivision Ordinance, as amended and other ordinances, maps, and codes of the City of Burleson that pertain to this submittal. I further certify that all required documents listed on this application have been provided and if the application is deemed incomplete, understand the case may be rejected. I understand that it is my responsibility to have the Applicant, Owner or other authorized agent present at the Planning and Zoning Commission and City Council meetings. Should an authorized person not be at the meeting to represent the application, I understand that the Commission or Council may continue this item to a future date to allow for questions regarding the case. I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas or other appropriate boards in accordance with the City's current ordinances. I further certify that I have reviewed the applicable zoning district and future land use designation for the subject site as identified within the City of Burleson comprehensive plan:

<https://www.burlesontx.com/838/Comprehensive-Plan>

APPLICANT / OWNER	
Applicant or Authorized Agent	Owner
Name: Aaron Adair	Name: Camille Bransom
Company: 16:11 Sports LLC	Company: Renfor St. Properties LTD
Address:	Address:
5952 SW Loop 820 Fort Worth, TX 76132	18 Forest Dr. Mansfield, TX 76063
Telephone: 817.349.0726	Telephone: 817.897.8329
Email: info@1611golf.com	Email: cbransom@hub222.net
Signature: 	Signature: 

SITE INFORMATION	
Address: P.O. Box 70, Burleson, TX 76028	224 E. Renfro St. Burleson, TX 76028
Current Zoning: 76028	Central Commerical
Proposed Zoning:	Central Commerical
Proposed Use:	Indoor Commercial Amusement
Comprehensive Plan /Future land use designation:	
Adjoining streets and/or Nearest Intersection:	East Renfro St.

WAIVER/VARIANCE INFO	
Waiver / Variance requested	Applicable Section of City Ordinance/Code
(EXAMPLE: Pole Sign height variance)	EXAMPLE: Sign Regulations. Sec. 63-56 Pole Sign, (c)(1)
Alcohol Distance Variance	Alcoholic Beberage Establishments. Sec. 14-44 Public Schools (b)(1)
	TABC MB Permit (See attached reasoning)

1611 Golf Club Alcohol Distance Variance Waiver Reasoning

Strict interpretation is excessively implied to the use of the property. Property line to property line measurement does not map the specific use of the leased space on the property. The distance as measured from the front door of 1611 Golf Club to the property line of the BISD property is estimated at 530 ft. The distance as measured from the front door of Fuzzys Tacos to the BISD property line is estimated at 385 ft. In addition, 1611 Golf Clubs front door is facing Renfro St. and will not be seen from the BISD property. 1611 and Fuzzys Tacos will have the same TABC Mixed Beverage License. The reason we are asking for the variance is because 1611 Golf Clubs leased space on the property is outside the 300 ft. distance from the BISD property.

Thank you,

Aaron Adair

Co-Owner/ VP

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: March 18, 2024

SUBJECT:

Consider approval of an Order creating Signature Verification Committee and appointing members for the May 4, 2024 General Election. (*Staff Contact: Amanda Campos, City Secretary*)

SUMMARY:

The City Council appointed Amanda Campos, City Secretary as the Early Voting Clerk for the May 4, 2024 General election. The Early Voting Clerk has the authority to request the city council create and appoint members to a signature verification committee. The early voting clerk is requesting a signature verification committee.

Texas Election Code (EC) Section 87.027 allows the creation and appointment and states the purpose of the committee. The committee shall perform their duties in regards to ballots by mail. The committee shall compare the signatures of each carrier envelope certification, except those signed for a voter by a witness, with the signature on the voter's ballot application to determine whether the signature is that of the voter. The committee may also compare signatures with any known signature on file with the county clerk or voter registrar. This will aid in processing election results. There are over 250 applications for ballot by mail that must be mailed out and when returned verified prior to counting.

Outline of SVC authority and actions:

- DOES NOT COUNT ANY BALLOTS
- DOES NOT OPEN ANY RETURNED BALLOTS
- Verified signatures of returned ballots will be delivered to the Early Voting Ballot Board for processing
- A determination of an invalid signature requires a majority of the signature verification committee
- After defect is discovered the signature verification committee shall no later than the 2nd day after notify voters and grant an opportunity to correct defect

RECOMMENDATION:

Recommend approval

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665

May 6, 2024 General Election – Signature Verification Committee

CITY COUNCIL MEETING MARCH 18, 2024

Signature Verification Committee Function

- ✓ Sole duty to compare signatures of returned ballots by mail
- ✓ DO NOT COUNT ANY BALLOTS
- ✓ DOES NOT OPEN ANY CARRIER ENVELOPES
- ✓ Sends verified signatures onto the Early Voting Ballot Board for processing
- ✓ A majority of the members must determine invalid signatures
- ✓ If defect is found and can be resolved must notify voter and provide method to correct



Members

- ✓ Must meet same qualifications as Presiding Election Judge
 - ✓ Must be eligible voter of the city or school district
 - ✓ Can not be an elected public official of the city or school district
 - ✓ Can not be employed or related within the second degree of consanguinity or affinity of a candidate on the ballot for that election
 - ✓ Can not be a campaign treasurer for that election
 - ✓ Can not be convicted of an election offense
- ✓ Must be at least 5 members on the Signature verification committee



QUESTIONS / COMMENTS



City of Burleson
May 4, 2024 General Election
Order Calling for Signature Verification Committee

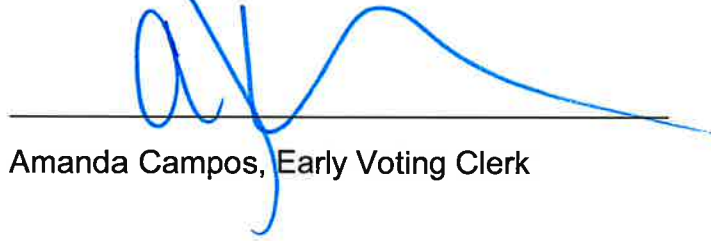
I, the early voting clerk for the City of Burleson May 4, 2024 General Election, do hereby order the appointment of a signature verification committee for said election to be held on May 4, 2024. The committee shall consist of 5 members. The signature verification committee shall meet as follows:

Convene to begin work of verification on: April 16, 2024 in the council workroom, 141 W Renfro St., Burleson, TX 76028 at 2:00pm.

All dates and hours will be posted immediately after the signature verification committee convenes to begin their work, April 16, 2024.

I, early voting clerk, am notifying through this order, the Burleson City Council of their duty to appoint members of the committee.

Issued this 18th day of March, 2024.



Amanda Campos, Early Voting Clerk

City of Burleson
May 4, 2024 General Election
Notice of Appointed Members to
Signature Verification Committee

To the Early Voting Clerk:

The appointing authority met on March 18, 2024 at its regular scheduled meeting and appointed members to the signature verification committee for the May 4, 2024 General Election.

Name and Residence Address of members:

Brenda Gammon – Chair	2976 Clubhouse Circle, Burleson, Texas
Heather Pirtle – Vice Chair	11916 Hassop Lane, Burleson, Texas
Sharon Punt	205 Castle Hill Dr., Burleson, Texas
Jennifer Smith	333 Lena Lane, Burleson, Texas
Timothy McElroy	8208 CR 518, Burleson, Texas

Chris Fletcher, Mayor

Signed this 19th day of March, 2024

Choose an item.

DEPARTMENT: Economic Development

FROM: Alex Philips, Economic Development Director

MEETING: March 18, 2024

SUBJECT:

Consider approval of the Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Investment Partners, LLC for a development located at 1679 Southwest Wilshire Boulevard.

SUMMARY:

Project Sunflower is a proposed retail development located at 1679 SW Wilshire Boulevard. The development will consist of a total of 46,000 square feet and will include Sprouts Farmers Market as its anchor tenant encompassing 23,256 square feet. The additional square feet will include a junior anchor spot and additional retail suites on the 6-acre parcel.

The development at full buildout is projecting to produce \$18 million a year in sales tax. The incentive package for the development is up to and not to exceed \$2 million. The chapter 380 Agreement is a 10-year agreement for a sales tax rebate to the developer of the 1% the City receives. To qualify for this incentive the development will have the following obligations:

- Commence construction by September 1, 2024 of a 23,256 square foot Phase 1 of the development on 4 acres of the 6-acre site.
- Receive the Certificate of Occupancy for Sprouts Farmers Market in Phase 1 and open to the public by September 30, 2025.
- Receive the Shell Certificate of Completion for the junior anchor suites in Phase 1 and open to the public by February 1, 2026.
- Receive the Shell Certificate of Completion for the junior anchor suites in Phase 2 and open to the public by December 31, 2027.
- Capital investment to be a minimum of \$10,000,000 for the full development.

OPTIONS:

- 1) Approve the Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Partners, LLC.
- 2) Deny the Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Partners, LLC.

RECOMMENDATION:

Staff recommends approval of the Chapter 380 Agreement between the City of Burleson and Burleson Wilshire Partners, LLC.

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

N/A

FISCAL IMPACT:

The sales tax rebate will be the City's 1% received

STAFF CONTACT:

Alex Philips
Economic Development Director
aphilips@burlesontx.com
817-426-9613



Project Sunflower

Project Sunflower

- The parcel is a 6 acre site located on Commons Drive adjacent to Kroger Marketplace.
- Prospect is proposing to build a 46,000 square foot retail center anchored by Sprouts Farmers Market.
- The center would include Sprouts in 23,256 square feet, junior anchor spots totaling of 22,744 square feet and additional smaller units.
- Proposed opening would be summer of 2025.
- Projected sales for the full development is \$18M a year.



Project Sunflower



- Sprouts Farmers Market was founded in 2002
- The grocer offers a wide selection of natural and organic foods, including fresh produce, bulk foods, vitamins and supplements, packaged groceries, meat, poultry, seafood, deli, baked goods, dairy products, frozen foods, natural body care, and household items.
- They have 380 stores across the US in 23 states.



Project Sunflower





380 Agreement Sunflower

Prospect Obligations

- Commence construction by September 1, 2024 of a 23,256 square foot Phase 1 of the development on 4 acres of the 6 acre site.
- Receive the Certificate of Occupancy for Sprouts Farmers Market in Phase 1 and open to the public by September 30, 2025.
- Receive the Shell Certificate of Completion for the junior anchor suites in Phase 1 and open to the public by February 1, 2026.
- Receive the Shell Certificate of Completion for the junior anchor suites in Phase 2 and open to the public by December 31, 2027.
- Capital investment to be a minimum of \$10,00,000 for the full development.

City Obligations

City agrees to a 10 year sales tax rebate of the City's 1% to be paid in annual installments up to \$2,000,000.

Project Sunflower

Project Name	2024 Year 1	2025 Year 2	2026 Year 3	2027 Year 4	2028 Year 5	2029 Year 6	2030 Year 7	2031 Year 8	2032 Year 9	2033 Year 10	2043 Year 20
CAPEX	\$ 7,500,000.00	\$ 7,725,000.00	\$ 7,956,750.00	\$ 8,195,452.50	\$ 8,441,316.08	\$ 8,694,555.56	\$ 8,955,392.22	\$ 9,224,053.99	\$ 9,500,775.61	\$ 9,785,798.88	\$ 13,151,295.40
Appraised Value (70% of CAPEX)	\$ 5,250,000.00	\$ 5,407,500.00	\$ 5,569,725.00	\$ 5,736,816.75	\$ 5,908,921.25	\$ 6,086,188.89	\$ 6,268,774.56	\$ 6,456,837.79	\$ 6,650,542.93	\$ 6,850,059.22	\$ 9,205,906.78
Revenue											
Sales Tax	\$ 360,000.00	\$ 370,800.00	\$ 381,924.00	\$ 393,381.72	\$ 405,183.17	\$ 417,338.67	\$ 429,858.83	\$ 442,754.59	\$ 456,037.23	\$ 469,718.35	\$ 631,262.18
Property Tax	\$ 33,206.25	\$ 34,202.44	\$ 35,228.51	\$ 36,285.37	\$ 37,373.93	\$ 38,495.14	\$ 39,650.00	\$ 40,839.50	\$ 42,064.68	\$ 43,326.62	\$ 58,227.36
Expenses											
Sales Rebate	\$ (180,000.00)	\$ (185,400.00)	\$ (190,962.00)	\$ (196,691.00)	\$ (202,592.00)	\$ (208,670.00)	\$ (214,930.00)	\$ (221,378.00)	\$ (228,019.00)	\$ (234,859.00)	
Site Improvements											
Demo & Env.											
Annual	\$ 213,206.25	\$ 219,602.44	\$ 226,190.51	\$ 232,976.09	\$ 239,965.10	\$ 247,163.81	\$ 254,578.83	\$ 262,216.09	\$ 270,082.91	\$ 278,185.97	\$ 689,489.54
Cumulative		\$ 432,808.69	\$ 658,999.20	\$ 891,975.28	\$ 1,131,940.38	\$ 1,379,104.19	\$ 1,633,683.02	\$ 1,895,899.11	\$ 2,165,982.02	\$ 2,444,167.99	\$ 8,502,098.19

10 Year – 118%

20 Year – 412%

380 Agreement

Approve the 380 Agreement between the City of Burleson and Burleson Wilshire Partners, LLC.

Deny the 380 Agreement between the City of Burleson and Burleson Wilshire Partners, LLC.

Questions?

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURLESON AND
BURLESON WILSHIRE INVESTMENT PARTNERS, LLC

This Chapter 380 Economic Development Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, and Burleson Wilshire Investment Partners, LLC, ("Developer") a Tennessee limited liability company.

WITNESSETH:

WHEREAS, the City is authorized by Article 52-a Texas Constitution and Chapter 380 of the Texas Local Government Code to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, on May 27, 1993, the City adopted Resolution No. 583 establishing an Economic Development Program (the "Program") pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, Developer desires to participate in the Program by entering into this Agreement; and

WHEREAS, Developer owns approximately 6 acres near Wilshire Blvd (State Highway 174), as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

WHEREAS, Developer proposes to construct and operate a Sprouts Farmers Market grocery store ("Sprouts") and junior anchor suites on the Property; and

WHEREAS, the City has found the Development and operation of the Sprouts and the junior anchor suites will contribute to an increase in economic development in the City; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

WHEREAS, the Burleson City Council finds and determines that this Agreement will effectuate the purposes set forth in the Program, and that Developer's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1.
DEFINITIONS

- 1.01 The terms “Agreement,” “City,” “Effective Date,” “Program,” “Property,” “Sprouts” and “Developer” shall have the meanings provided above.
- 1.02 “Available Sales Taxes” means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to gross taxable sales at the Store during each calendar year or portion thereof during the Term of this Agreement.
- 1.03 “Capital Investment” means and shall include all costs incurred relating to the Development or a portion thereof, including the purchase price for the Property, actual construction costs including costs of all site preparation, buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investment, tenant-paid finish out costs (as opposed to any Developer-paid finish out costs which shall be included), insurance costs, marketing costs, offsite improvements, or costs reimbursed to Developer by the City.
- 1.04 “Certificate of Occupancy” means the certificate issued by the City’s building official reflecting that construction has been completed in conformance with appropriate municipal codes and Developer is authorized to secure full utility service and permit occupancy of the building.
- 1.05 “Certificate of Completion” means the certificate issued by the City’s building official reflecting that shell construction has been completed in conformance with appropriate municipal codes and the junior anchor retail suites are authorized to commence interior buildout construction.
- 1.06 “City Sales Tax” means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then “City Sales Taxes” shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City

Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).

- 1.07 “Commence Construction” means the beginning of construction in earnest on a specific Phase of the Development on the Property and includes all of the following: (1) a signed contract with a general contractor or construction company to construct the Phase of Development, (2) proof of financing for the construction of the Phase of the Development, (3) cleared the portion of the Property for the Phase of Development, and (4) installed proper erosion controls on the portion of the Property for the Phase of Development.
- 1.08 “Complete Construction” means the completion of construction on a specific Phase of the Development on the Property and all buildings of the Phase are Substantially Complete.
- 1.09 “Concept Plan” means the plan depicted on **Exhibit B**.
- 1.10 “Development” means the construction of the Store, Phase One Junior Anchor Store, Phase Two Junior Anchor Store, related landscaping, and onsite infrastructure on the Property, to be constructed in conformance with the Concept Plan.
- 1.11 “Event of Bankruptcy” means (i) the dissolution or termination of Developer existence as a going business, (ii) appointment of receiver for any part of Developer’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, (iii) any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.
- 1.12 “Governing Regulations” means the following regulations: (i) the Concept Plan (subject to further modification as required via zoning and building permit process), (ii) Subdivision Regulations, (iii) Municipal Building Codes, (iv) Plats, (v) Zoning Ordinance, and (vi) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the City.
- 1.13 “Grant Payment(s)” means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 1.14 “Grant Payment Cap” has the meaning set forth in Section 5.02 of this Agreement.
- 1.15 “Municipal Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments

from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

- 1.16 “Opening Date” means that date on which the Store, Phase One Junior Anchor Store, or Phase Two Junior Anchor Store is open to the public, has the required Certificate Occupancy to do so, and begins operating as a going concern at that location.
- 1.17 “Parties” means City and Developer, collectively.
- 1.18 “Party” means City or Developer, individually.
- 1.19 “Phase” means the Store and Phase One Junior Anchor Store to be constructed and operated on the Phase One Property portion of the Development or the Phase Two Junior Anchor Store to be constructed on the Phase Two Property portion of the Development.
- 1.20 “Phase One Junior Anchor Store” means approximately 18,640 square feet of retail, office, or other commercial space located on the Phase One Property to be leased to one or more commercial users.
- 1.20 “Phase One Property” means the approximately four (4) acre portion of the Property generally located at 1679 SW Wilshire Boulevard, Burleson, Texas, and depicted on **Exhibit A**.
- 1.21 “Phase Two Junior Anchor Store” means approximately 27,437 square feet of retail, office, or other commercial space located on the Phase Two Property to be leased to one or more commercial users.
- 1.22 “Phase Two Property” means the approximately two (2) acre portion of the Property generally located at 1679 SW Wilshire Boulevard, Burleson, Texas, and depicted on **Exhibit A**.
- 1.23 “Plat(s)” means any final plat(s) for a portion of the Property approved from time to time by the City in accordance with this Agreement.
- 1.24 “Sales Tax” shall mean the City Sales Tax, which is currently established at one percent (1.0%).
- 1.25 “Store” means a Sprouts Farmers Market grocery store comprised of approximately 23,256 square feet located on the Phase One Property operated in a manner substantially similar to the Sprouts Farmers Market located at 1679 SW Wilshire Boulevard, Burleson, Texas.
- 1.26 “Subdivision Regulations” means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the

date a preliminary plat application is filed and approved with the City, including any dormancy regulations effective on the date a preliminary plat application is filed with the City. Should a preliminary plat “expire” in accordance with the applicable dormancy regulations, a new application must be filed and the Subdivision Regulations for purposes of the new application shall be the Subdivision and Development Ordinance and Design Standards manual, or other regulations adopted in their place, as of the date the new application is filed with the City, including any dormancy regulations effective as of the date the new application is filed with the City.

- 1.27 “Zoning Ordinance” means City of Burleson Ordinance No. B-582 on the Effective Date of the Ordinance as it may be amended.

ARTICLE 2.

AUTHORIZATION, RECITALS, CITY PARTICIPATION, AND EXHIBITS

- 2.01 Authorization. The Burleson City Council finds and determines that this Agreement is authorized and governed by Chapter 380 of the Local Government Code and the Program.
- 2.02 Recitals. The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.
- 2.03 City Participation. The City’s obligation to make Grant Payments under this Agreement shall not exceed the sum of TWO MILLION DOLLARS (\$2,000,000.00). The City authorizes the City Manager to allocate such funds as permitted by law and necessary to meet the City’s obligation to make Grant Payments as set forth in this Agreement.
- 2.04 Exhibits. The exhibits attached to this Agreement, incorporated herein by reference for all purposes, are as follows:

Exhibit A – Property, Phase One Property, and Phase Two Property Location
Exhibit B – Concept Plan

ARTICLE 3.

TERM

The Term of this Agreement shall commence on the Effective Date and will terminate twelve (12) years following the date Developer causes Sprouts to open for business from the Store.

ARTICLE 4.
COVENANTS OF DEVELOPER

4.01 Covenants Regarding Development and Operations. In consideration of City agreeing to pay Developer the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive Grant Payments:

- (A) Developer shall design and construct the Development in conformance with the Governing Regulations.
- (B) Developer shall design and construct the Development in substantial conformance with the Concept Plan (subject to further modification as required via zoning and building permit process).
- (C) Developer shall cause the Development, the Store, the Phase One Junior Anchor Store, and Phase Two Junior Anchor Store to operate in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- (D) Developer shall remain current and paid on all property taxes on the Property, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.
- (E) Developer shall Commence Construction on the Store and Phase One Junior Anchor Store on or before September 1, 2025.
- (F) Developer shall Complete Construction on the Store on or before September 30, 2025.
- (G) Developer shall use commercially reasonable efforts to cause the Store to have an Opening Date on or before September 30, 2025.
- (H) After the Opening Date, Developer shall use commercially reasonable efforts to cause Sprouts to operate the Store for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (I) Developer shall Complete Construction on the Phase One Junior Anchor Store on or before February 1, 2026.

- (J) Developer shall use commercially reasonable efforts to cause the Phase One Junior Anchor Store to have an Opening Date on or before February 1, 2026.
- (K) After the Opening Date, Developer shall use commercially reasonable efforts to cause the Phase One Junior Anchor Store to operate for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (L) Developer shall Commence Construction on the Phase Two Junior Anchor Store on or before September 1, 2026.
- (M) Developer shall Complete Construction on the Phase Two Junior Anchor Store on or before December 31, 2027.
- (N) Developer shall use commercially reasonable efforts to cause the Phase Two Junior Anchor Store to have an Opening Date on or before December 31, 2027.
- (O) After the Opening Date, Developer shall use commercially reasonable efforts to cause the Phase Two Junior Anchor Store to operate for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (P) Make a Capital Investment in the Phase One Property of no less than SEVEN MILLION DOLLARS (\$7,000,000.00) by February 1, 2026.
- (Q) Make a Capital Investment in the Phase Two Property of no less than Three Million and 00/100 Dollars (\$3,000,000.00) by December 31, 2027.

4.02 Verification of Capital Investment. In verifying the Capital Investment for any Phase of the Development, the City may request, and Developer hereby agrees that it will permit reasonable review of information that permits the City to verify that the Capital Investment made by Developer meets or exceeds the requirements, provisions, or terms of this Agreement.

ARTICLE 5. PROGRAM GRANT

- 5.01 Subject to Developer complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Developer shall be entitled to receive Grant Payments and benefits according to the terms set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to Developer over the term of this Agreement shall not exceed TWO MILLION DOLLARS (\$2,000,000.00).

- 5.03 The City shall make Grant Payments to Developer in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the Store's operation.
- 5.04 The Grant Payments shall cease upon the earlier of:
- (A) The date upon which the Grant Payment is paid for the final twelve (12) month period that ended twelve (12) years following the date Developer causes Sprouts to open for business from the Store; or
 - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, Developer agrees to use commercially reasonable efforts to cause Sprouts to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Store (the "Sales Tax Disclosure"). The City and Developer shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. Following the City's receipt of the release from Sprouts, the City shall use prompt and diligent good faith efforts to secure the Sales Tax Disclosure from the Comptroller but the City shall not be required to pay Developer the Grant Payments under this Article until such time that Sprouts provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay Developer the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within sixty (60) days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

ARTICLE 6.

AUTHORITY; COMPLIANCE WITH LAW

- 6.01 Sprouts hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

- 6.03 During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay the amount of the Grant Payments received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer violation of this Article. The terms set forth in this Section shall survive termination of this Agreement.

ARTICLE 7. **TERMINATION**

- 7.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:
- (a) By written agreement of the Parties;
 - (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, including performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;
 - (c) On the date of termination set forth in a written notice by City to Sprouts if Sprouts experiences an Event of Bankruptcy;
 - (d) On the date of termination set forth in a written notice by City to Sprouts if Sprouts has delinquent ad valorem or sales taxes owed to the City (provided that Sprouts retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the City sends notice to Sprouts; or
 - (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.
- 7.02 No Additional Grant Payments Following Termination. In the event this Agreement is terminated by the City pursuant to Section 7.01, then Developer shall not be entitled to any additional Grant Payments or other funds paid pursuant to this Agreement from City and the City shall have no further obligation to Developer except those that expressly survive termination.
- 7.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the City pursuant to Section 7.01(b) because Developer has knowingly provided any false representation or knowingly provides

any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the City any funds received by Developer under this Agreement. The terms set forth in this Section shall survive termination.

- 7.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall a Party be liable to the other Party for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.
- 7.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the Parties.

ARTICLE 8.

RIGHT OF OFFSET

Developer agrees that, subject to the provision of notice by the City and 90-day period following receipt of notice in which Developer may respond or act, City may offset the amount of any Grant Payments due to Developer for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction.

ARTICLE 9.

VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 10.

FORCE MAJEURE

Performance of Developer's obligations under this Agreement, including without limitation any deadlines set forth under Article 4 which shall be extended on a day for day basis in proportion to any delays attributable to events of force majeure, shall be subject

to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 11.

GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

- 11.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 11.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure or payment made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official. The terms set forth in this Section shall survive termination of this Agreement.

ARTICLE 12. **ASSIGNMENT**

Except for an assignment of the Agreement to an Affiliate (as defined below), Developer may not assign any part of this Agreement without consent or approval by the City Council. For purposes of this Agreement an "Affiliate" means any entity that controls Developer, is controlled by Developer or is under common control with Developer.

ARTICLE 13. **INDEMNIFICATION**

- 13.01 DEVELOPER EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES ARISING OUT OF OR DUE TO ANY PERSONAL INJURY (INCLUDING DEATH), DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS EMPLOYEES, OR CONTRACTORS, IN THE PERFORMANCE OF THIS**

CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of the Parties and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 13.02 It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of the Development.

ARTICLE 14. **MISCELLANEOUS MATTERS**

- 14.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 14.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 14.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 14.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 14.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 14.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

14.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer:

City:

City Manager
City of Burleson, Texas
141 West Renfro
Burleson, Texas 76028

With a copy to:

E. Allen Taylor, Jr., City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

14.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

14.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

14.11 Approval by the City Council Required; Authority. The City's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until the City Council of the City of Burleson, Texas authorizes and approves the City's action to enter into this Agreement and such Agreement is signed by the parties. The City and the Developer each hereby represents and warrants that the person(s) executing this Agreement on their behalf have been duly and validly authorized to execute and

deliver this Agreement and have the right, power and authority to enter this Agreement on their behalf.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the date first set forth above.

CITY OF BURLESON

By: _____
Tommy Ludwig, City Manager

Date: _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on _____, 20__ by Tommy Ludwig, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

**Burleson Wilshire Investment Partners, LLC,
a Tennessee limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the _____
of **Burleson Wilshire Investment Partners, LLC**, on behalf of said entity.

[Notary Seal]

Notary Public, State of _____

City Council Regular Meeting

DEPARTMENT: Finance

FROM: Harlan Jefferson, Deputy City Manager

MEETING: March 18, 2024

SUBJECT:

Consider approval of a resolution amending the General Government five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024; repealing conflicting resolutions; and providing a savings clause and an effective date. *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

On September 11, 2023, the Council approved the final reading of the City's FY 2023-2024 annual budget and capital improvement program (CIP). The approved budget includes the City's capital improvement program for the General Government Funds. Since adopting the budget, staff has prepared a realigned CIP incorporating the direction from the Council, as indicated in the table below.

	Current	Proposed	
<u>Project</u>	<u>Budget</u>	<u>Budget</u>	<u>Difference</u>
Police Expansion Project	\$ 36,417,000	\$ 42,700,000	\$ 6,283,000
Police Expansion - Gas Line Relocation Project	\$ -	\$ 1,200,000	\$ 1,200,000
Wicker Hill and Greenridge	\$ 4,989,510	\$ -	\$ (4,989,510)
Hulen Intersection/Road Expansion*	\$ 4,630,029	\$ 4,630,029	\$ -
Old Town Parking	\$ -	\$ 500,000	\$ 500,000
Public Safety Radios	\$ -	\$ 1,534,652	\$ 1,534,652
Hidden Creek/Gardens Traffic Signal	\$ -	\$ 550,000	\$ 550,000
Total	\$ 46,036,539	\$ 51,114,681	\$ 5,078,142

* This project was used as a funding source to reallocate debt capacity to the Police Expansion Project.

The projected debt capacity for the CIP is based on a conservative estimate of a three percent annual growth rate in assessed property values. The approval of this ordinance will formally adopt the proposed changes.

RECOMMENDATION:

Approve a resolution amending the General Government five-year Capital Improvement Program (CIP) for Fiscal Year 2023-2024; repealing conflicting resolutions; and providing a savings clause and an effective date.

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

On September 11, 2023, the Council approved the final reading of the City's FY 2023-2024 annual budget with the five-year Capital Improvement Program (CIP).

On October 16, 2023, the Council provided staff direction regarding the Police Department and Public Safety Communication expansion project.

On December 11, 2023, the Council provided staff direction regarding the realignment of the General Government five-year Capital Improvement Program (CIP).

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651



General Government Five-Year CIP Amendment

PRESENTED TO THE CITY COUNCIL ON
MARCH 18, 2024

General Government –
CIP Direction

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graph TD; A[General Government – CIP Direction] --> B[Sources of Funds]; B --> C[Review Debt Capacity];
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Sources of Funds

Review Debt Capacity

Capital Improvement Program Amendment Overview

Capital Improvement Program Direction

Project	Current Budget	Proposed Budget	Difference
Police Expansion Project	\$ 36,417,000	\$ 42,700,000	\$ 6,283,000
Police Expansion - Gas Line Relocation Project	-	\$ 1,200,000	\$ 1,200,000
Wicker Hill and Greenridge	\$ 4,989,510	-	\$ (4,989,510)
Hulen Intersection/Road Expansion*	\$ 4,630,029	\$ 4,630,029	-
Old Town Parking		\$ 500,000	\$ 500,000
Public Safety Radios	-	\$ 1,534,652	\$ 1,534,652
Hidden Creek/Gardens Traffic Signal	-	\$ 550,000	\$ 550,000
Total	\$ 46,036,539	\$ 51,114,681	\$ 5,078,142

*This project was used as a funding source to allocate debt capacity to the Police Expansion Project.

General Government Five Year CIP Plan

GO BOND PROJECTS	2024	2025	2026	2027	2028	TOTAL
NEIGHBORHOOD STREET REBUILD	\$ 750,000	\$ 750,000	\$ 750,000			\$ 2,250,000
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (PHASE II)	\$ 6,434,496					\$ 6,434,496
SIDEWALK PROGRAM	\$ 1,216,946					\$ 1,216,946
POLICE EXPANSION	\$ 2,800,000	\$ 13,607,500	\$ 16,409,500			\$ 32,817,000
HULEN INTERSECTION/ROAD EXPANSION	\$ 2,000,000	\$ 7,504,680				\$ 9,504,680
SH174 WIDENING SCHEMATIC AND ENVIRONMENTAL	\$ 930,000		\$ 1,400,000			\$ 2,330,000
ELK DR. HILLSIDE DR,& FM 731 - INTERSECTION & SIDEWALK IMPROVEMENT	\$ 1,036,509					\$ 1,036,509
FIRE STATION				\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY			\$ 300,000	\$ 1,189,901		\$ 1,489,901
Total GO Bond Projects	\$ 15,167,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 73,022,532

Additional Projects						
FIRE STATION 1	\$ 3,533,235					\$ 3,533,235
POLICE EXPANSION		\$ 6,283,000				\$ 6,283,000
POLICE EXPANSION - GAS LINE RELOCATION PROJECT	\$ 1,200,000					\$ 1,200,000
OLD TOWN PARKING	\$ 500,000					\$ 500,000
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,500,000					\$ 1,500,000
ALSBURY BLVD - HULEN ST TO CR 1020 - PHASE II	\$ 1,000,000					\$ 1,000,000
CITY HALL RENOVATION	\$ 1,400,000					\$ 1,400,000
ALSBURY PHASE I WIDENING - CANDLAR TO HULEN (PHASE 1B)	\$ 3,500,000					\$ 3,500,000
CR 1020 (ALSBURY) WIDENING (DESIGN) PHASE III		\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION		\$ 4,630,029				\$ 4,630,029
VILLAGE CREEK PARKWAY EXPANSION (TARRANT CO BOND 50% MATCH)	\$ 2,064,645	\$ 1,437,194				\$ 3,501,839
WICKER HILL AND GREENRIDGE		\$ 949,045	\$ 4,040,465			
HIDDEN VISTAS EXTENSION				\$ 1,575,349		\$ 1,575,349
ADDITIONAL PAVEMENT				\$ 808,198		\$ 808,198
PUBLIC SAFETY RADIOS	\$ 1,534,652					\$ 1,534,652
HIDDEN CREEK/GARDENS TRAFFIC SIGNAL	\$ 550,000					\$ 550,000
Total Additional Projects	\$ 16,782,532	\$ 14,183,314	\$ -	\$ 2,383,547	\$ -	\$ 33,349,393
All Projects	\$ 31,950,483	\$ 36,045,494	\$ 18,859,500	\$ 6,073,448	\$ 13,443,000	\$ 106,371,925

Funding Breakout							
GO BOND TOTAL	\$ 15,167,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 73,022,532	
CO TOTAL	\$ 12,817,887	\$ 11,124,326		\$ 1,000,000		\$ 24,942,213	
TIF CO TOTAL	\$ 500,000					\$ 500,000	
CASH	\$ 1,400,000	\$ 1,516,453		\$ 1,383,547		\$ 4,300,000	
OTHER	\$ 2,064,645	\$ 1,542,535				\$ 3,607,180	
Total	\$ 31,950,483	\$ 36,045,494	\$ 18,859,500	\$ 6,073,448	\$ 13,443,000	\$ 106,371,925	

- Council approved a prior expenditure of \$3,600,000 for design and other professional services related to the Police Expansion Project.
- The total of \$3,600,000 + \$32,817,000 + \$6,283,000 = \$42,700,000 expansion target as directed by Council.

**Items in green are increases or changes, and struck items in red are removed from the current CIP.*

Sources of Additional Police Expansion Funds

Project	CO	Impact Fees	Cash	Total
Police Expansion	\$ 6,283,000	-	-	\$ 6,283,000
Wicker Hill and Greenridge	\$ (3,161,206)	\$ (949,045)	\$ (879,259)	\$ (4,989,510)
Hulen Intersection/ Road Expansion	\$ (2,421,794)	\$ 1,542,535	\$ 879,259	-
Total	\$ 700,000	\$ 593,490	\$ -	\$ 1,293,490

General Government Five Year CIP Plan

GO BOND PROJECTS	2024	2025	2026	2027	2028	TOTAL
NEIGHBORHOOD STREET REBUILD	\$ 750,000	\$ 750,000	\$ 750,000			\$ 2,250,000
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (PHASE II)	\$ 6,434,496					\$ 6,434,496
SIDEWALK PROGRAM	\$ 1,216,946					\$ 1,216,946
POLICE EXPANSION	\$ 2,800,000	\$ 13,607,500	\$ 16,409,500			\$ 32,817,000
HULEN INTERSECTION/ROAD EXPANSION	\$ 2,000,000	\$ 7,504,680				\$ 9,504,680
SH174 WIDENING SCHEMATIC AND ENVIRONMENTAL	\$ 930,000		\$ 1,400,000			\$ 2,330,000
ELK DR. HILLSIDE DR, & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENT	\$ 1,036,509					\$ 1,036,509
FIRE STATION				\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY			\$ 300,000	\$ 1,189,901		\$ 1,489,901
Total GO Bond Projects	\$ 15,167,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 73,022,532

Additional Projects						
FIRE STATION 1	\$ 3,533,235					\$ 3,533,235
POLICE EXPANSION		\$ 6,283,000				\$ 6,283,000
POLICE EXPANSION - GAS LINE RELOCATION PROJECT	\$ 1,200,000					\$ 1,200,000
OLD TOWN PARKING	\$ 500,000					\$ 500,000
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,500,000					\$ 1,500,000
ALSBURY BLVD - HULEN ST TO CR 1020 - PHASE II	\$ 1,000,000					\$ 1,000,000
CITY HALL RENOVATION	\$ 1,400,000					\$ 1,400,000
ALSBURY PHASE I WIDENING - CANDLAR TO HULEN (PHASE 1B)	\$ 3,500,000					\$ 3,500,000
CR 1020 (ALSBURY) WIDENING (DESIGN) PHASE III		\$ 1,833,091				\$ 1,833,091
HULEN INTERSECTION/ROAD EXPANSION		\$ 4,630,029				\$ 4,630,029
VILLAGE CREEK PARKWAY EXPANSION (TARRANT CO BOND 50% MATCH)	\$ 2,064,645	\$ 1,437,194				\$ 3,501,839
HIDDEN VISTAS EXTENSION				\$ 1,575,349		\$ 1,575,349
ADDITIONAL PAVEMENT				\$ 808,198		\$ 808,198
PUBLIC SAFETY RADIOS	\$ 1,534,652					\$ 1,534,652
HIDDEN CREEK/GARDENS TRAFFIC SIGNAL	\$ 550,000					\$ 550,000
Total Additional Projects	\$ 16,782,532	\$ 14,183,314	\$ -	\$ 2,383,547	\$ -	\$ 33,349,393
All Projects	\$ 31,950,483	\$ 36,045,494	\$ 18,859,500	\$ 6,073,448	\$ 13,443,000	\$ 106,371,925

Funding Breakout						
GO BOND TOTAL	\$ 15,167,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 73,022,532
CO TOTAL	\$ 12,817,887	\$ 11,124,326		\$ 1,000,000		\$ 24,942,213
TIF CO TOTAL	\$ 500,000					\$ 500,000
CASH	\$ 1,400,000	\$ 1,516,453		\$ 1,383,547		\$ 4,300,000
OTHER	\$ 2,064,645	\$ 1,542,535				\$ 3,607,180
Total	\$ 31,950,483	\$ 36,045,494	\$ 18,859,500	\$ 6,073,448	\$ 13,443,000	\$ 106,371,925

Debt Capacity

- 8.9 million over the next 5 years
 - Less \$ 1,200,000 – Police Expansion - Gas Line Relocation Project
 - Less \$ 700,000 – Police Expansion – Sally Port
 - Less \$ 1,534,652 – Public Safety Radios
 - Less \$ 550,000 – Hidden Creek/Gardens Traffic Signal
 - Total remaining \$ 4,915,348
- Assumes 3% growth



QUESTIONS/COMMENTS

Options



Approve as presented or
with modifications



Deny request

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING THE GENERAL GOVERNMENT CAPITAL IMPROVEMENT PROGRAM (CIP) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND TERMINATING SEPTEMBER 30, 2024, AND REPEALING CONFLICTING RESOLUTIONS AND PROVIDING A SAVINGS CLAUSE AND 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, on September 11, 2023, City Council adopted the 2023-2024 capital improvement program; and

WHEREAS, City staff has incorporated additional changes to the capital improvement program to accommodate future projects; and

WHEREAS, City Council desires to adopt an amended capital improvement program for Fiscal Year 2023-2024 as provided herein.

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

Section 1

That the City Council hereby amends the capital improvement program for Fiscal Year 2023-2024 attached as Exhibit A, attached hereto and incorporated herein by reference for all purposes. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

Section 2

This Resolution shall become effective from and after its date of passage in accordance with law.

PASSED AND SO RESOLVED by the City Council of the City of Burleson, Texas, this 18th day of March, 2024:

LEGALITY:

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

EXHIBIT A

GO BOND PROJECTS	2024	2025	2026	2027	2028	TOTAL
NEIGHBORHOOD STREET REBUILD	\$ 750,000	\$ 750,000	\$ 750,000			\$ 2,250,000
ALSBURY BOULEVARD - HULEN STREET TO CR 1020 (PHASE II)	\$ 6,434,496					\$ 6,434,496
SIDEWALK PROGRAM	\$ 1,216,946					\$ 1,216,946
POLICE EXPANSION	\$ 2,800,000	\$ 13,607,500	\$ 16,409,500			\$ 32,817,000
HULEN INTERSECTION/ROAD EXPANSION	\$ 2,000,000	\$ 7,504,680				\$ 9,504,680
SH174 WIDENING SCHEMATIC AND ENVIRONMENTAL	\$ 930,000		\$ 1,400,000			\$ 2,330,000
ELK DR. HILLSIDE DR. & FM 731 - INTERSECTION & SIDEWALK IMPROVEMENTS	\$ 1,036,509					\$ 1,036,509
FIRE STATION				\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
FM 1902 AND CR 910 PEDESTRIAN MOBILITY			\$ 300,000	\$ 1,189,901		\$ 1,489,901
Total GO Bond Projects	\$ 15,167,951	\$ 21,862,180	\$ 18,859,500	\$ 3,689,901	\$ 13,443,000	\$ 73,022,532

Additional Projects						
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POLICE EXPANSION		\$ 6,283,000				\$ 6,283,000
POLICE EXPANSION - GAS LINE RELOCATION PROJECT	\$ 1,200,000					\$ 1,200,000
OLD TOWN PARKING	\$ 500,000					\$ 500,000
SH174 TRAFFIC SIGNAL IMPROVEMENTS	\$ 1,500,000					\$ 1,500,000
ALSBURY BLVD - HULEN ST TO CR 1020 - PHASE II	\$ 1,000,000					\$ 1,000,000
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Funding Breakout						
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CASH	\$ 1,400,000	\$ 1,516,453		\$ 1,383,547		\$ 4,300,000
OTHER	\$ 2,064,645	\$ 1,542,535				\$ 3,607,180
Total	\$ 31,950,483	\$ 36,045,494	\$ 18,859,500	\$ 6,073,448	\$ 13,443,000	\$ 106,371,925

City Council Regular Meeting

DEPARTMENT: Finance Department
FROM: Harlan Jefferson, Deputy City Manager
MEETING: March 18, 2024

SUBJECT:

Consider approval of a resolution accepting the results of the September 30, 2023, Annual Audit, Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2023, and the Single Audit Report as of September 30, 2023. (Finance Committee recommended approval.) (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

Each year, the City hires an independent accounting firm to conduct an audit of the City's basic financial statements. The purpose of the audit is to express an opinion as to whether the City's financial statements present fairly, in all material respects, the financial position of the City. On June 21, 2021, Council approved a 3-year professional service agreement and two 1-year options with Weaver LLP for audit services.

The ACFR represents the financial position of the City for the fiscal year ending September 30, 2023. The document includes the independent auditor's opinion of management's representations within the annual report. The auditors have provided the City a clean opinion (unmodified), which means that in the opinion of Weaver; the City's financial statements present fairly, in all material respects, the financial position of the City. A "clean" or "unmodified opinion" is the best opinion that may be rendered in an audit of the financial statements.

The audit specifically included the following items:

- Audit of the City's ACFR in accordance with generally accepted auditing standards.
- An evaluation of the City's internal control over financial reporting.
- Single Audit in accordance with generally accepted auditing standards and compliance with U.S. Office of Management and Budget (OMB) Compliance Supplement.

The auditor's examination of internal controls was conducted at a level sufficient to gain an understanding of the internal control structure to determine the nature, timing, and extent of audit procedures. The auditors did not perform an audit of internal controls, but performed limited tests of internal controls for the purpose of providing an opinion on the financial statements.

Additionally, the auditors examined, on a test basis, evidence supporting amounts and disclosures in the combined financial statements. The City did not receive a management letter as there were no material weaknesses or recommendations for strengthening controls identified.

Jackie Gonzalez, Audit Partner and Justine Singletary, Senior Manager with Weaver will be providing a presentation regarding the results of the audit, and answer any questions the Council may have.

RECOMMENDATION:

Recommend approval of a resolution accepting the results of the September 30, 2023, Annual Audit, Annual Comprehensive Financial Report (ACFR) for the period ending September 30, 2023, and the Single Audit Report as of September 30, 2023..

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

At the March 4, 2024, Finance Committee meeting, the Committee recommended the approval to accept the fiscal year 2022-2023 Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit as presented.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651



Annual Comprehensive Financial Report Fiscal Year FY2022-2023

PRESENTED TO THE CITY COUNCIL

MARCH 18, 2024

Annual Comprehensive Financial Report

- Annual audit of the City's financial statements
- June 21, 2021, Council approved a 3-year professional service agreement and two 1-year options with Weaver LLP for audit services
- Purpose is to express an opinion as to whether the City's financial statements present fairly, in all material respects, the financial position of the City
- Audit includes the following items:
 - Audit of the City's ACFR in accordance with generally accepted auditing standards
 - An evaluation of the City's internal control over financial reporting
 - Single Audit in accordance with generally accepted auditing standards and compliance with U.S. Office of Management and Budget (OMB) Compliance Supplement

Annual Comprehensive Financial Report

- At the March 4, 2024 Finance Committee meeting, the Committee recommended the approval to accept the fiscal year 2022-2023 Annual Comprehensive Financial Report (ACFR), Single Audit Report, and the Annual Audit as presented.
- Jackie Gonzalez, Audit Partner and Justine Singletary, Senior Manager with Weaver will be providing a presentation regarding the results of the audit, and answer any questions the Council may have.



Audit Insights

City of Burleson, Texas

For the Year Ended September 30, 2023

City Council Presentation – March 18, 2024



Today's Presenters

Jackie Gonzalez, CPA *Partner, Assurance Services*

- ▶ Your relationship partner
- ▶ 19+ years of experience
- ▶ Practice emphasis in auditing and consulting for school districts, cities, counties and other governmental entities
- ▶ Member, GFOA Special Review Committee

Justine Singletary, CPA *Senior Manager, Assurance Services*

- ▶ Your audit manager
- ▶ 7+ years of experience
- ▶ Practice emphasis in auditing and consulting for school districts, cities, counties and other governmental entities

Weaver Team

City of Burleson Engagement Team

Jackie Gonzalez, CPA
Engagement Partner

Justine Singletary, CPA
Engagement Senior
Manager

Melissa Kirkland
Engagement Senior

Associates and Other Supporting Staff Members

Quality Control Partner

Sara Dempsey, CPA
Partner,
Assurance Services

Meet Weaver



~1,000 TEAM
MEMBERS



15 U.S.
LOCATIONS



~\$200M IN
REVENUES



GLOBAL NETWORK
MEMBER FIRM

INDUSTRY PRACTICE AREAS

- | | | |
|--------------------|----------------------|--|
| » Government | » Real Estate | » Professional Services |
| » Not-for-Profit | » Private Equity | » Manufacturing, Distribution & Retail |
| » Higher Education | » Technology | » Hospitality & Entertainment |
| » Health Care | » Family Office | » Construction |
| » Energy | » Financial Services | |

“I have worked with several accounting firms, but I have never before had this kind of quality service. The information provided to us to make decisions for our company exceeds our expectations.”

—Client Feedback Survey

Government Experience

170+

PROFESSIONALS
WITH SIGNIFICANT
GOVERNMENT
EXPERIENCE

300+

CLIENTS
SERVED

OFFERINGS

- » External audit
- » Risk assessment
- » Internal Audit
- » Digital transformation
- » Grant compliance
- » Performance audit
- » Business process improvement
- » IT audit and cybersecurity
- » Agency restructuring and reorganization
- » Strategic planning
- » Organizational development
- » Valuation
- » Forensic accounting
- » Fraud investigation



20+ STATE
AGENCIES



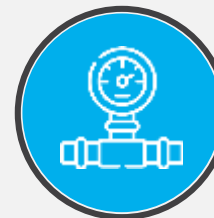
40+ CITIES



20+ COLLEGES
& UNIVERSITIES



50+ SCHOOL
DISTRICTS

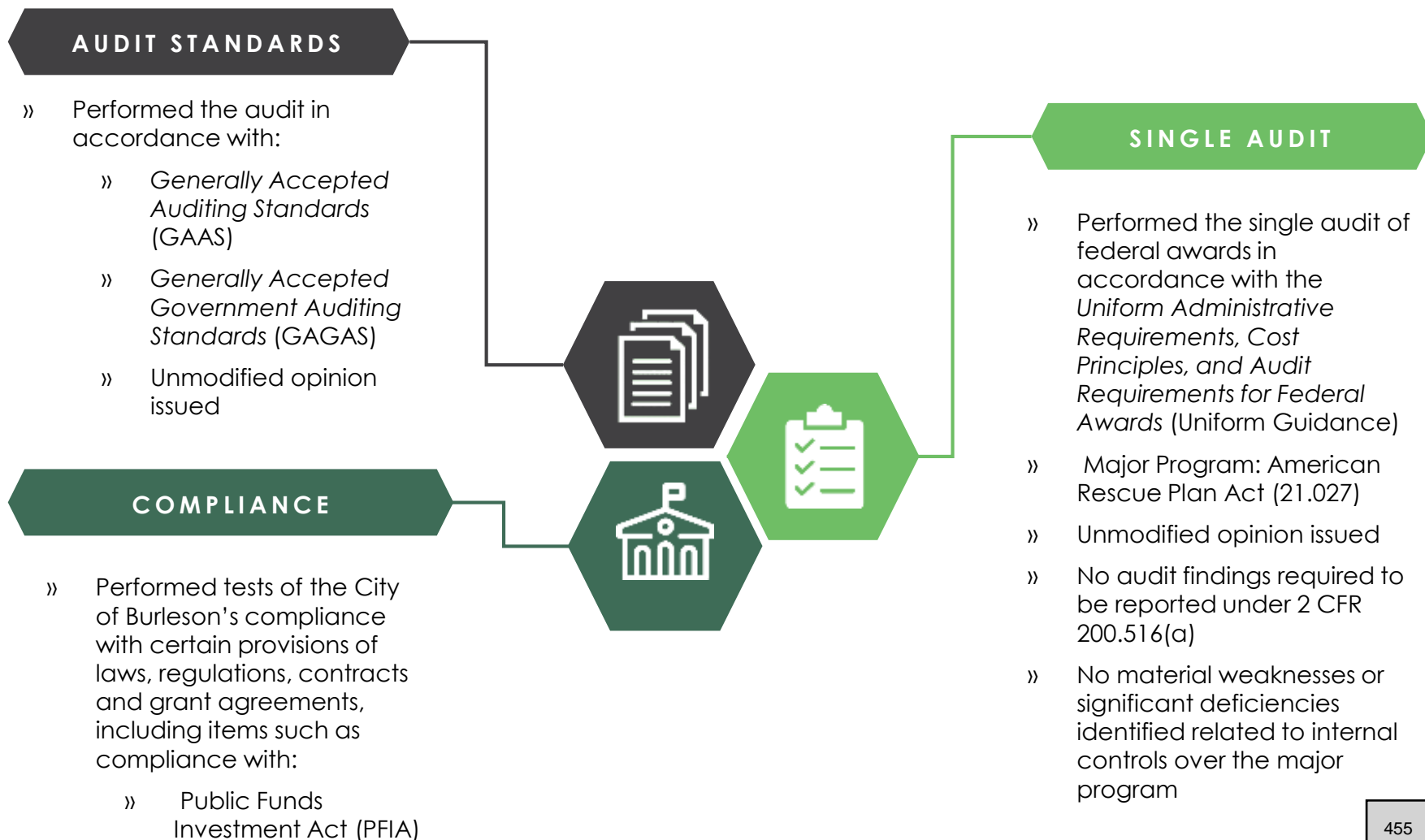


100+ LOCAL &
REGIONAL ENTITIES

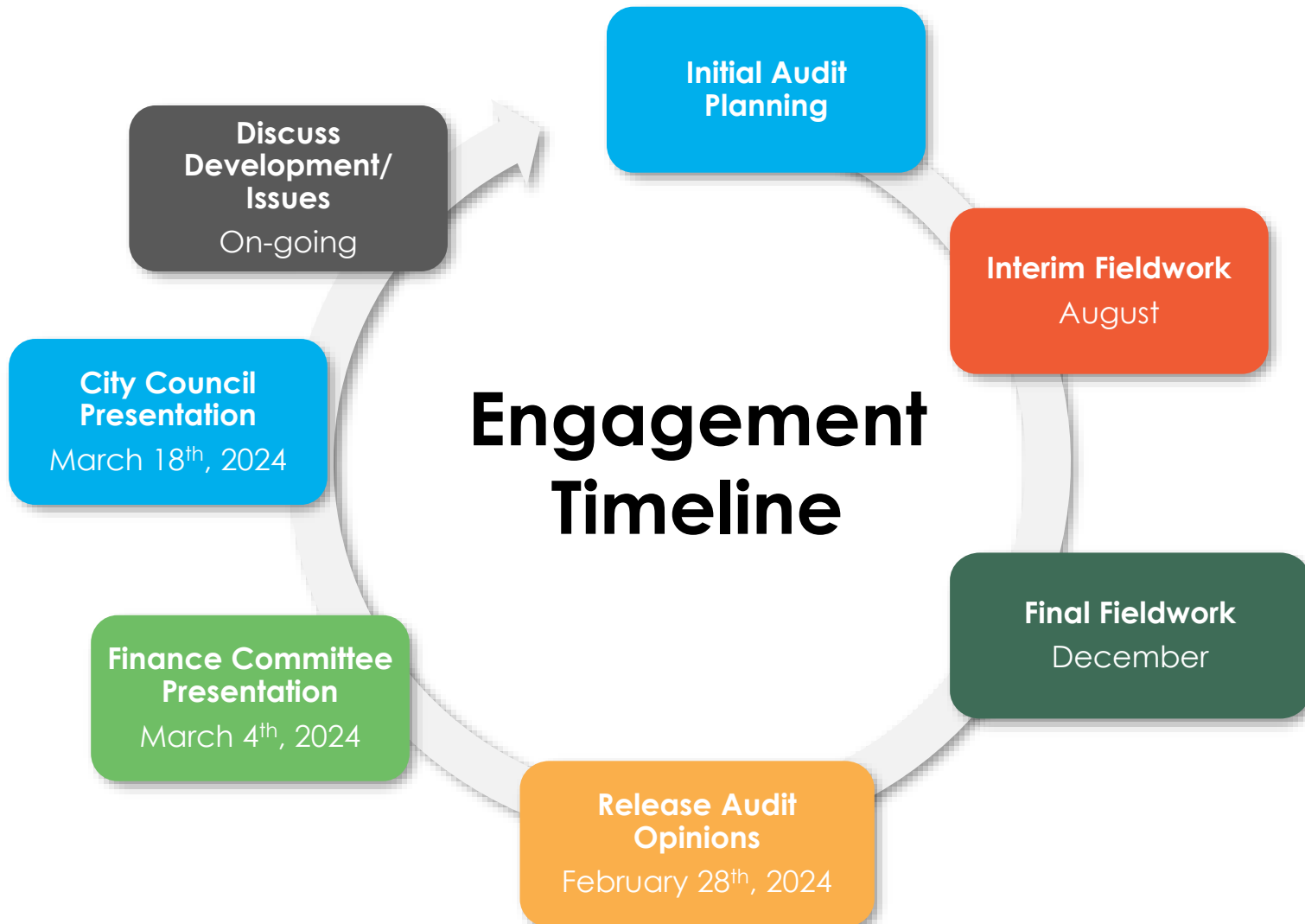


50+ GFOA AWARD
RECIPIENTS

Audit Process



Audit Timeline



Audit Results – Financial Statements

Type of Report issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	Yes
Any noted noncompliance material to financial statements?	No

Audit Results – Federal Awards

Type of Report Issued, Compliance on Major Programs:	UNMODIFIED
Low Risk Auditee?	Yes
Internal control over the major program:	
Any material weakness(es) identified?	No
Any significant deficiencies that are not material weaknesses?	None reported
Any audit findings required to be reported under 2 CFR 200.516(a)?	No

Major Program: American Rescue Plan Act (21.027)

Implementation of New Standards

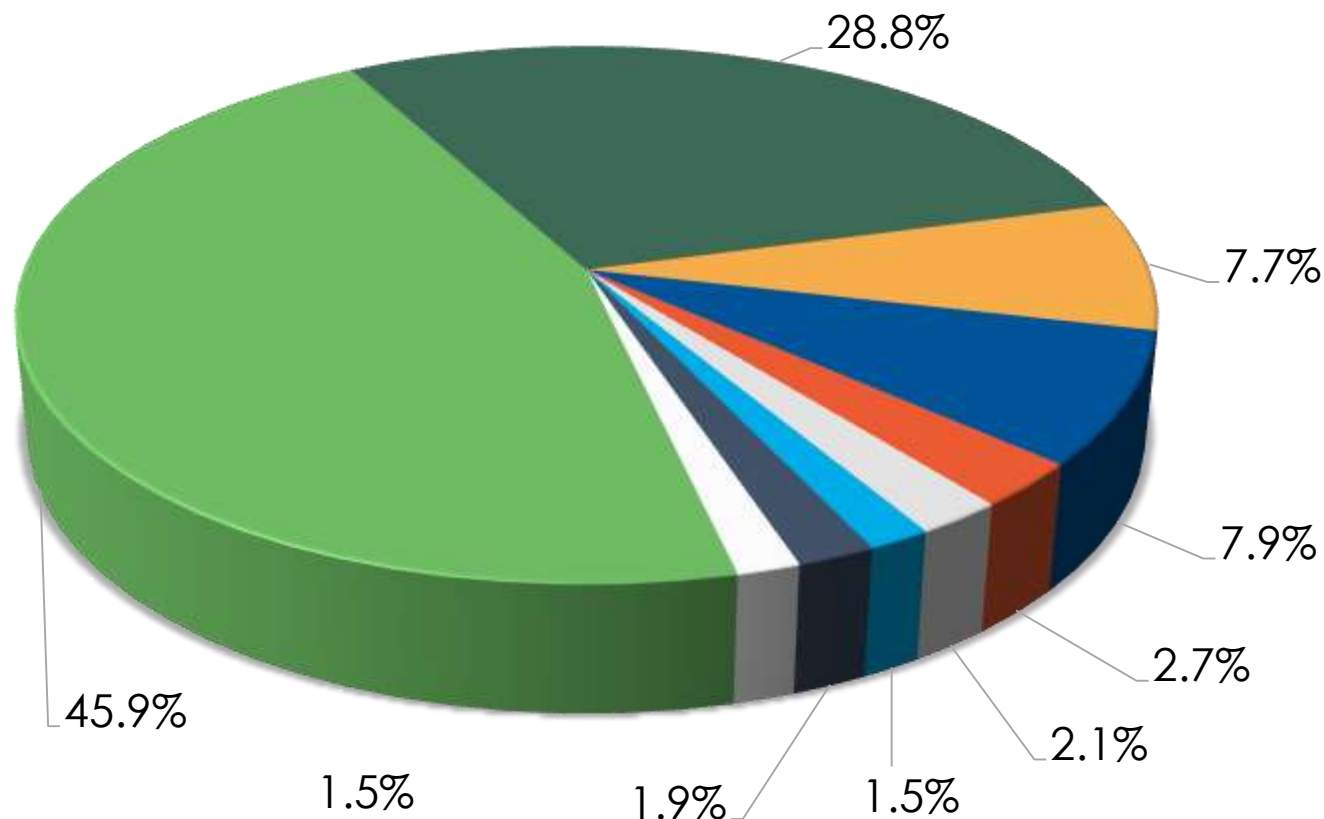
GASB Statement 96 Subscription Based Information Technology Arrangements

- Issued May 2020
- Effective and implemented during the fiscal year
- The Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement
 - (1) defines a SBITA;
 - (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability;
 - (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and
 - (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended.
- Implementation resulted in recording of approximately \$2.2M in subscription right-to-use assets and approximately \$1.1M in subscription liabilities.
- See Note 7 of the financials for more information.

Financial Highlights – General Fund

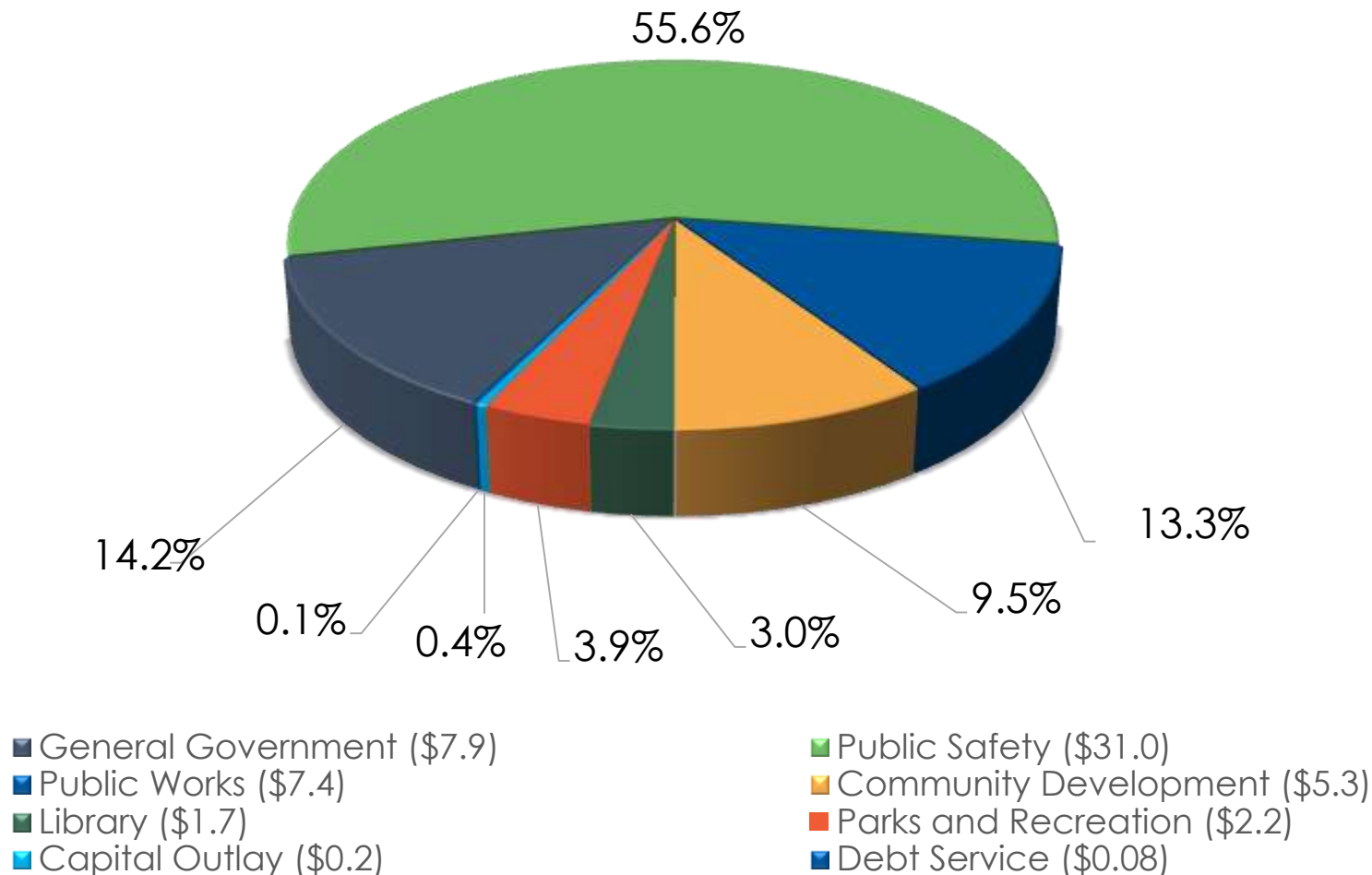
ASSETS	\$ 25,227,029
LIABILITIES	4,295,064
DEFERRED INFLOWS OF RESOURCES	2,436,365
FUND BALANCES	
Nonspendable:	28,000
Unassigned	18,467,600
	<hr/>
Total Fund Balances	\$ 18,495,600
REVENUES	51,648,870
EXPENDITURES	55,654,094
	<hr/>
Excess (deficiency) of revenues over (under) expenditures	(4,005,224)
OTHER FINANCING SOURCE (USES)	576,659
	<hr/>
Net change in fund balance	(3,428,565)
Fund balance, beginning	21,924,165
	<hr/>
FUND BALANCE, ENDING	\$ 18,495,600

Financial Highlights – General Fund Revenue – Fiscal Year 2023 (in millions)



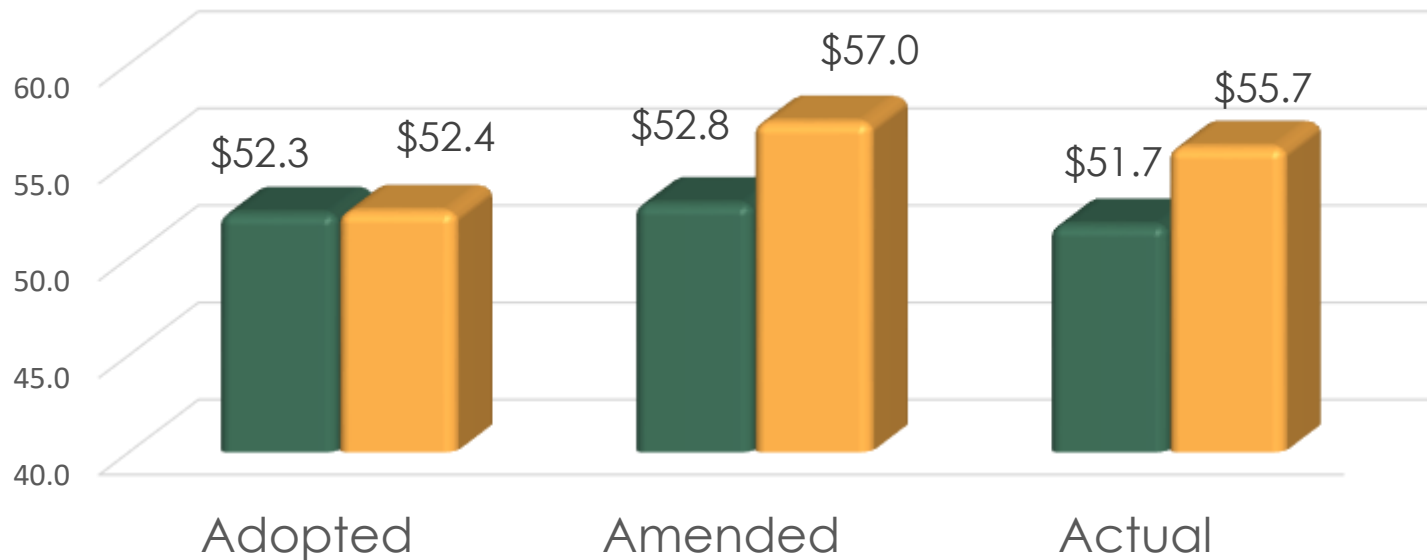
Property Taxes (\$23.6)	Sales and Use Tax (\$14.9)	Franchise Fees (\$4.0)
Charges for Services (\$4.1)	Licenses and Permits (\$1.4)	Intergovernmental (\$1.1)
Fines (\$0.8)	Investment Income (\$1.0)	Miscellaneous (\$0.8)

Financial Highlights – General Fund Expenditures – Fiscal Year 2023 (in millions)



Financial Highlights – General Fund Budget to Actual – Fiscal Year 2023 (in millions)

■ Revenue ■ Expenses



- Actual revenues of \$51.7M were less than amended budgeted amounts by \$1.1M
- Actual expenditures of \$55.7M were less than budgeted expenditures by \$1.3M
- Ending fund balance for FY 2023 totaled \$18.5M
- Unassigned fund balance \$18.5M, which is 33% of FY 2023 budgeted expenditures (\$57M)



Jackie Gonzalez, CPA

Partner, Government & Not for Profit Services

817.882.7758

jackie.Gonzalez@weaver.com

Justine Singletary, CPA

Senior Manager, Government & Not for Profit Services

817.882.7358

justine.singletary@weaver.com



Questions, Comments & Direction

Recommendation

Recommend approval to accept the Annual Comprehensive Financial Report, Single Audit, and Annual Audit as presented.

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING THE ANNUAL AUDIT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, APPROVING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2023, AND APPROVING THE SINGLE AUDIT REPORT AS OF SEPTEMBER 30, 2023.

WHEREAS, on an annual basis, the City of Burleson (“City”) conducts an audit of the City’s basic financial statements through an independent accounting firm; and

WHEREAS, the City retained Weaver and Tidwell, LLP, to conduct a financial audit of City for the fiscal year ending September 30, 2023; and

WHEREAS, Weaver and Tidwell, LLP, completed said financial audit; and

WHEREAS, the financial audit included a review of the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023, and an evaluation of the City’s internal control over financial reporting; and

WHEREAS, Weaver and Tidwell, LLP, found the City’s representations and financial statements in the Annual Comprehensive Financial Report for the year ending September 30, 2023, present fairly, in all material respects, the financial position of the City; and

WHEREAS, Weaver and Tidwell, LLP, did not issue a management letter after its audit of the City’s internal control over financial reporting as there were no material weaknesses or recommendations for strengthening controls identified; and

WHEREAS, the City Council desires to accept the results of the audit, approve the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023, and approve the Single Audit Report as of September 30, 2023.

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

Section 1.

The City Council hereby accepts the results of the audit performed by Weaver and Tidwell, LLP, approves the City’s Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023, which is attached as Exhibit A, and approves the Single Audit Report as of September 30, 2023, which is attached as Exhibit B.

Section 2.

That the effect of this ordinance takes effect immediately.

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:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney



ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2023

CITY OF BURLESON, TEXAS
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2023

CITY OFFICIALS

Chris Fletcher
Mayor

Dan McClendon
Victoria Johnson
Phil Anderson
Ronnie Johnson
Larry Scott
Adam Russell

Mayor Pro Tem
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

Tommy Ludwig
City Manager

Harlan Jefferson
Deputy City Manager

Eric Oscarson
Deputy City Manager

John Butkus
Director of Finance

Prepared by: Finance Department



City of Burleson, Texas
Annual Comprehensive Financial Report
For the Year Ended September 30, 2023

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City of Burleson, Texas
Annual Comprehensive Financial Report
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Introductory Section

THE CITY OF
BURLESON
TEXAS

TO: The Honorable Mayor, Members of the City Council, and Citizens of Burleson (the "City")

Submitted herewith is a copy of the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the financial position and results of operation of the City, on a Government-wide and Fund basis. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

These statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). GASB requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of management's discussion and analysis (MD&A). This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the independent auditor's report.

THE REPORTING ENTITY

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State and the City's home rule Charter. Burleson was incorporated in 1912. The City operates under a Council-Manager form of government and provides a full range of services that include: police and fire protection, sanitation services, library services, construction and maintenance of streets and infrastructure, parks and recreation, code enforcement, planning and zoning, economic development, water and wastewater services, and general administrative services. The accompanying ACFR includes all governmental organizations and functions for which the City is financially accountable as well as its blended component units. Although legally separate entities, the Burleson 4B Community Services Development Corporation, the Burleson 4A Economic Development Corporation and Tax Increment Finance Reinvestment Zone Number Two are in substance part of the primary government's operations and are included as part of the primary government. Additional information on these component units can be found in the notes to the financial statements.

ECONOMY AND BUSINESS CLIMATE

Burleson is located along the southwestern edge of the Dallas/Fort Worth Metroplex, on Interstate Highway 35W, State Highway 174, and the Chisholm Trail Parkway toll road. Economically, this region is ranked as one of the most robust in Texas, a state that in recent years has trended well ahead of the national economy. Local measures of business activity have recovered and surpassed peak levels. The City is currently experiencing a strong expansion of business with more than \$265 million in new taxable value added in 2023, with more in the development pipeline.

Although the City of Fort Worth adjoins much of Burleson's northern boundary, the remaining three directions are surrounded by an extensive extra-territorial jurisdiction (ETJ). The City's corporate limits include more than 28 square miles and its extraterritorial jurisdiction (ETJ) is comprised of approximately 35,000 acres. Combined, Burleson's city limit and ETJ include more than 23,000 undeveloped acres. In 2017, The Texas State Legislature significantly restricted cities' abilities to involuntarily annex within their ETJs. The City of Burleson was proactive prior to 2017 in obtaining development agreements in large, strategic portions of its ETJ. These development agreements allow the City to pursue annexation when these areas develop. This has allowed the City to work with property owners to ensure orderly development of these areas and program our capital improvements to ensure services are provided.

Once largely agricultural, these areas have developed into a form of semi-urban, residential use. With vibrant retail destinations and commercial development, many of the individuals residing in these adjacent areas shop, dine, and send their children to schools located in Burleson. Thus, functionally speaking, Burleson's estimated population of just above 50,000 belies the true size of the community's economy. The combination of highway accessibility and more than 400,000 people located within the retail trade area create a community with a strong and growing trade area.

LONG TERM PLANNING

These focus areas create a roadmap for achieving the long-term goals and objectives that have been articulated by the City Council, and play a key role in the budget process, as well as long term financial planning of the City's major funds. The strategic focus areas are:

- Operational Excellence
- Infrastructure
- Community
- Public Safety

Five year projections are prepared for all of the City's major funds with the focus on maintaining year end fund balances that meet or exceed their requirements. In addition, the City continues to prepare five year capital improvement plans (CIP) for streets and drainage, parks, and water and wastewater projects. The five year projections and five year CIPs are presented to Council throughout the budget process and provides a great opportunity for feedback and direction. Incorporating the projections and CIP are crucial in the budget process to ensure the strategic focus areas are met and the City continues to be financially sound.

ACCOUNTING SYSTEM AND BUDGETARY CONTROL

In developing and evaluating the City's accounting system, consideration is given to the adequacy of internal accounting controls. These controls are designed to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition, and the reliability of financial records for preparing financial statements and maintaining accountability of assets. The concept of reasonable assurance recognizes that the costs of a control should not exceed the benefits likely to be derived from the control. The evaluation of costs and benefits requires estimates and judgments by management. We believe that the City's current system of internal accounting controls adequately safeguards assets and provides reasonable assurance of proper recording of financial transactions.

In addition to the system of internal controls, the City maintains budgetary controls. The objective of these budgetary controls is to ensure compliance of legal provisions embodied in the annual appropriation budget adopted by the City Council. Budgetary controls over all funds, except for the revenue funds are exercised at the departmental level. This level of control occurs at the fund level for other funds. Activities of the Governmental and Proprietary Fund are closely reviewed at mid-year. If necessary, the original budget is modified and incorporated into a proposed mid-year budget, which is then used as the working budget for the remainder of the fiscal year. The City also maintains an encumbrance accounting system as one technique to help prevent the overspending of authorized appropriations.

Information regarding general accounting policies can be found in the notes to the basic financial statements.

INDEPENDENT AUDIT

An annual audit is required to be made of the financial statements of the City of Burleson by an independent auditor. Weaver and Tidwell, LLP was selected by the City Council to perform the audit for fiscal year ended September 30, 2023. The audit opinion is included in this report.

AWARDS

For the year ended September 30, 2022, the Government Finance Officers Association (GFOA) recognized the City for achievement in the presentation of the annual budget document and the ACFR. This was the 32nd consecutive year that the City has received this prestigious national award. To earn the Certificate of Achievement, the City published an easy-to-read and efficiently organized Annual Comprehensive Financial Report with contents that conformed to program standards. Such reports satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for one year. The City believes that the current ACFR continues to meet the Certificate of Achievement Program requirements and thus is submitting it to GFOA to determine its eligibility for another certificate.

In addition, the City also received the GFOA's Award for Distinguished Budget Presentation for the 34th consecutive year for its annual appropriated budget dated October 1, 2022. To qualify for the Budget Award, the City's budget document was judged proficient in all categories.

ACKNOWLEDGEMENTS

I would like to thank the staff of the Finance Department, City Management, and Department Directors, Managers and Staff for their cooperative effort and help in the leadership and support of the City that made this report possible. Credit also must be given to the Mayor and the City Council for their unfailing support for maintaining the highest standards of professionalism in the management of the City of Burleson's finances.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John B. Burk". The signature is fluid and cursive, with the first name "John" and last name "Burk" clearly distinguishable.

Finance Department



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Burleson
Texas**

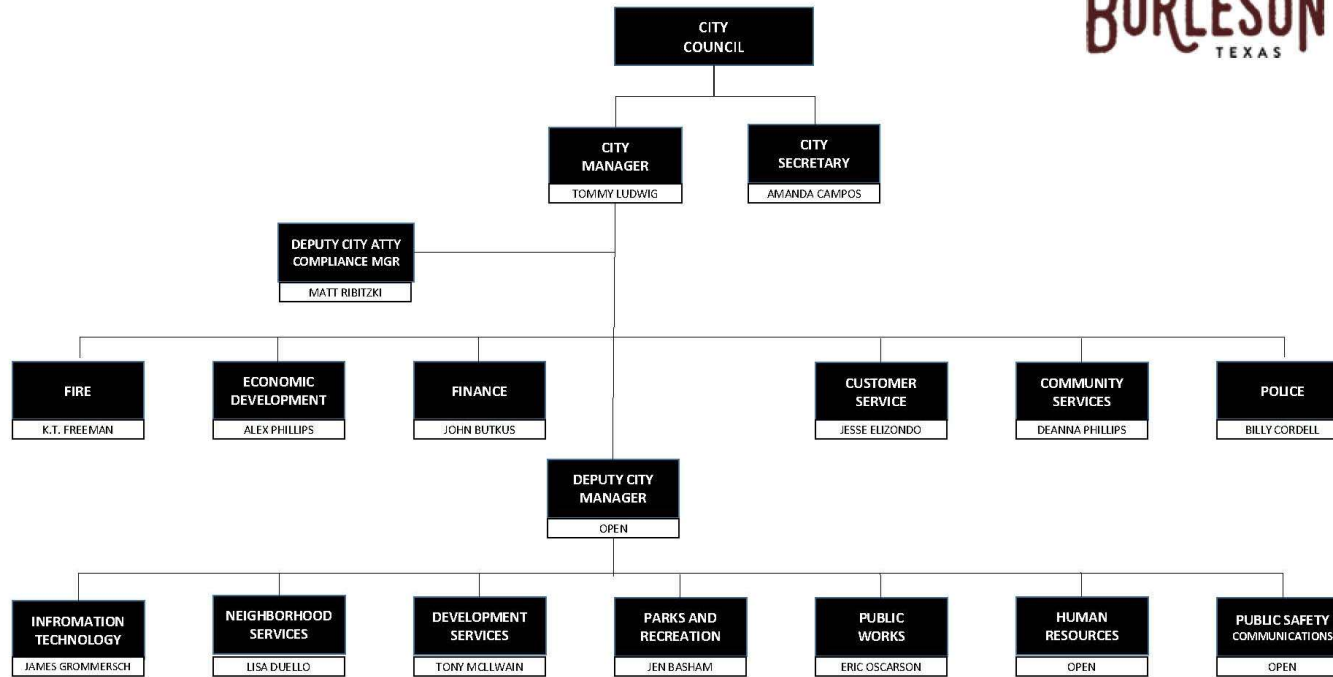
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2022

Christopher P. Morrell

Executive Director/CEO

ORGANIZATION CHART



CITY OF BURLESON, TEXAS
LIST OF PRINCIPAL OFFICIALS
SEPTEMBER 30, 2023

Elected Officials

Mayor	Chris Fletcher
Mayor Pro-Tem	Dan McClendon
Councilmember	Victoria Johnson
Councilmember	Phil Anderson
Councilmember	Ronnie Johnson
Councilmember	Larry Scott
Councilmember	Adam Russell

City Officials

City Manager	Tommy Ludwig
Deputy City Manager	Harlan Jefferson
Deputy City Manager	Eric Oscarson
Director of Finance	John Butkus
Deputy City Attorney	Matt Ribitzki
Police Chief	Billy Cordell
City Secretary	Amanda Campos
Fire Chief	Kenneth Freeman
Director of Parks and Recreation	Jen Basham
Director of Human Resources	Open
Chief Technology Officer	James Grommersch
Director of Development Services	Tony McIlwain
Director of Public Works	Erick Thompson
Director of Economic Development	Alex Philips
Director of Community Services	DeAnna Phillips
Director of Customer Service	Jesse Elizondo
Director of Public Safety Communications	Paul Bradley

Financial Section

THE CITY OF
BURLESON
TEXAS

Independent Auditor's Report

Honorable Mayor, City Council
and City Manager
City of Burleson, Texas
Burleson, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 1 to the basic financial statements, during the year ended September 30, 2023, the City implemented Governmental Accounting Standards Board (GASB) Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Honorable Mayor, City Council
and City Manager
City of Burleson, Texas

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, Texas Municipal Retirement System pension schedules, Texas Municipal Retirement System OPEB schedule, and budgetary comparison information on pages 7 through 14 and 61 through 69 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Honorable Mayor, City Council
and City Manager
City of Burleson, Texas

The combining and individual fund financial statements and schedules are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the other supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information Included in the Annual Comprehensive Financial Report (ACFR)

Management is responsible for the other information included in the ACFR. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
February 28, 2024

THE CITY OF
BURLESON
TEXAS

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the City of Burleson's (City) annual financial report presents our discussion of the City's financial performance during the fiscal year ended September 30, 2023. Please read it in conjunction with the transmittal letter, which can be found preceding this narrative, and with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$329,762,141 (net position). Of this amount, \$33,859,589 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$4,772,932 or 1.47% from previous year. The City's total unrestricted net position decreased by \$17,663,876, due to increases in expenses in both governmental and business-type activities which exceeded increases in revenues. \$17,783,271 increase in net investment in capital assets resulted from additions in construction capital cost and land acquisitions netted against the decrease of related debt.
- As of the close of the current fiscal year, unassigned fund balance for the general fund was \$18,467,600 or 33% of total general fund expenditures.
- The City's total debt increased by \$27,565,000 during the current fiscal year. The increase represents the net effect of scheduled debt retirement and issuance of Series 2023 Combination Tax and Revenue Certificates of Obligation and Series 2023 General Obligation Bonds in the current year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplemental information in addition to the basic financial statements themselves.

Government-wide Financial Statements - Government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing related to cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods. (e.g., earned but unused vacation leave).

Both of the government-wide statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, parks and recreation, and community development. The business-type activities include water and wastewater operations, solid waste collection, the City's Hidden Creek Golf Course, and a cemetery.

Fund Financial Statements - The fund financial statements provide detailed information about the most significant funds – not the City as a whole. A fund is a grouping of related accounts that the City uses to maintain control over resources that have been segregated for specific activities and objectives. Some funds are required by state law or bond covenants. The Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants. The City has two types of funds:

Governmental Funds - These funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near term inflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains nineteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, bond supported capital projects fund, and COVID relief grants fund, which are considered to be major funds. Data from the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary Funds – The City of Burleson maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. Enterprise funds are used to account for water and wastewater, solid waste, golf, and cemetery operations. Internal Service Funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the acquisition and replacement of major components of equipment used throughout the organization, such as the fleet of City vehicles, for the repair and maintenance of significant components of equipment used by the organization, and for the health self-insurance program.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The water & wastewater operations are considered to be a major fund of the City. All internal service funds are combined in a single presentation in the proprietary fund financial statements. Individual data for each of the nonmajor enterprise funds and internal service funds is provided in the form of combining statements elsewhere in this report.

Notes to the Basic Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other Information - The combining statements referred to earlier in connection with nonmajor governmental funds and internal service funds are presented immediately following the notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows by \$329,762,141 as of September 30, 2023.

The largest portion of the City's net position (84%) reflects its investments in capital assets (e.g., land, buildings, improvements, construction in progress, and infrastructure), less any debt used to acquire those assets that is still outstanding. The City uses these assets to provide service to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

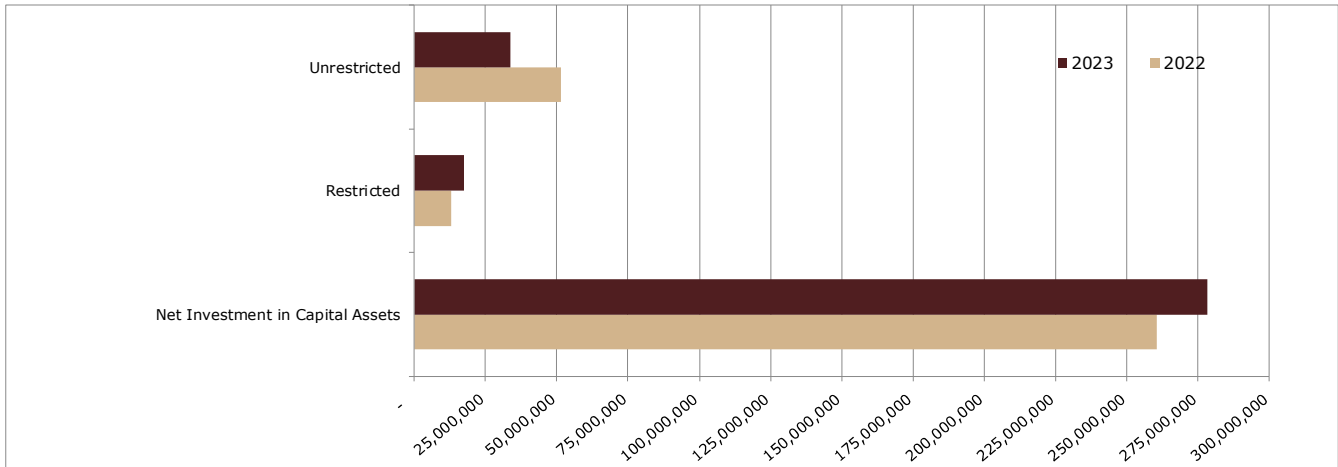
CITY OF BURLESON, TEXAS – NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Other assets	\$ 94,730,804	\$ 98,743,047	\$ 57,374,088	\$ 50,875,012	\$ 152,104,892	\$ 149,618,059
Capital assets	251,050,175	287,657,068	122,829,136	128,149,280	373,879,311	415,806,348
Total assets	345,780,979	386,400,115	180,203,224	179,024,292	525,984,203	565,424,407
Total deferred outflows of resources	8,237,747	16,674,423	875,998	1,561,316	9,113,745	18,235,739
Noncurrent liabilities – due in more than one year	108,952,166	149,613,777	55,817,730	60,526,840	164,769,896	210,140,617
Other liabilities	25,652,502	27,874,358	8,984,772	11,617,721	34,637,274	39,492,079
Total liabilities	134,604,668	177,488,135	64,802,502	72,144,561	199,407,170	249,632,696
Total deferred inflows of resources	9,117,971	3,198,189	1,583,598	1,067,120	10,701,569	4,265,309
Net position:						
Net investment in capital asset	174,521,592	202,912,185	86,021,027	75,413,705	260,542,619	278,325,890
Restricted	12,617,978	17,576,662	305,147	-	12,923,125	17,576,662
Unrestricted	23,156,517	1,899,367	28,366,948	31,960,222	51,523,465	33,859,589
Total net position	\$ 210,296,087	\$ 222,388,214	\$ 114,693,122	\$ 107,373,927	\$ 324,989,209	\$ 329,762,141

An additional portion of the City's net position (5%) represents resources that are subject to external restriction on how they may have been used. The remaining balance of unrestricted net position (11%) may be used to meet the City's ongoing obligation to citizens and creditors.

At the end of the current fiscal year, the City is able to report positive balances in all reported categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The same situation held true for the prior fiscal year.

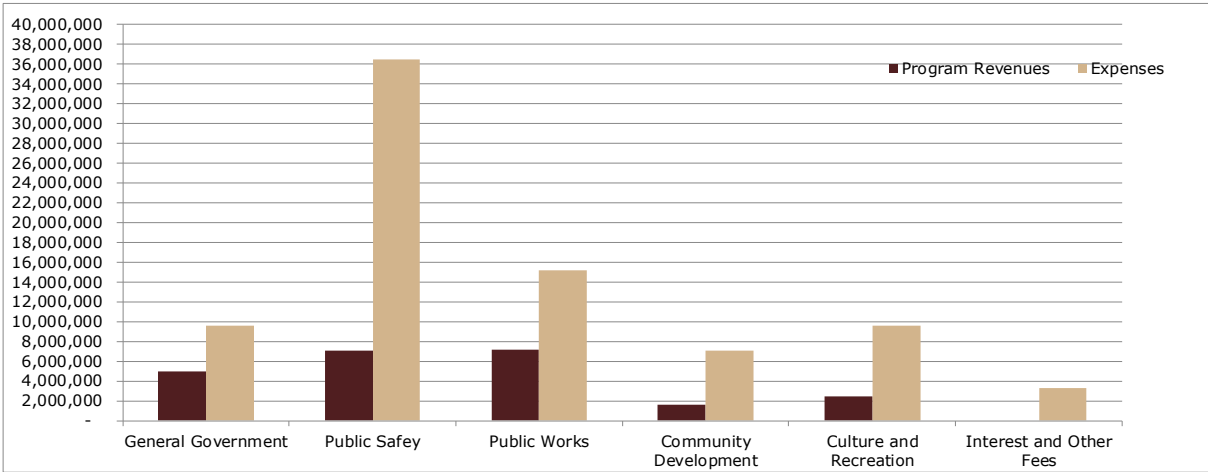
**City of Burleson Net Position
September 30, 2022 and 2023**



The City’s overall net position increased \$4,772,932 from the prior fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

Governmental Activities. During the current fiscal year, net position for governmental activities increased \$12,092,127, a decrease of \$7,495,955 from the prior fiscal year’s increase in net position for governmental activities. Increase is primarily due to a 115% (approximately \$3,746,000) increase in investment income from the prior year due to rising interest rates.

Expenses and Program Revenues - Governmental Activities



Business-Type Activities. During the current fiscal year, net position for business-type activities decreased by \$7,319,195, a decrease of \$15,224,857 from the prior fiscal year's increase in net position for business-type activities. Decrease was a result of a Sewer Participation agreement with the City of Fort Worth, approximately \$12,700,000.

CITY OF BURLESON, TEXAS – CHANGES IN NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2022	2023	2022	2023	2022	2023
Revenues:						
Program Revenues:						
Charges for services	\$ 9,394,259	\$ 10,296,569	\$ 29,937,355	\$ 30,286,310	\$ 39,331,614	\$ 40,582,879
Operating grants and contributions	4,270,180	6,847,951	34,699	21,856	4,304,879	6,869,807
Capital grants and contributions	8,786,321	6,156,887	5,036,972	3,528,969	13,823,293	9,685,856
General Revenues:						
Taxes:						
Property taxes levied for general purposes	30,311,580	33,341,352	-	-	30,311,580	33,341,352
Tax Increment Financing	1,175,995	1,076,556	-	-	1,175,995	1,076,556
Sales and use taxes	28,011,255	29,598,444	-	-	28,011,255	29,598,444
Hotel / motel taxes	466,584	583,802	-	-	466,584	583,802
Franchise fees	3,931,439	3,754,462	-	-	3,931,439	3,754,462
Investment income	(484,929)	3,260,690	(116,987)	1,804,091	(601,916)	5,064,781
Gain (loss) on sale of assets	13,402	439,368	634,561	3,414	647,963	442,782
Total revenues	85,876,086	95,356,081	35,526,600	35,644,640	121,402,686	131,000,721
Expenses						
General government	8,293,081	9,606,894	-	-	8,293,081	9,606,894
Public safety	29,220,408	36,454,820	-	-	29,220,408	36,454,820
Public works	14,743,553	15,162,754	-	-	14,743,553	15,162,754
Community development	4,178,055	7,100,096	-	-	4,178,055	7,100,096
Library	1,411,839	1,753,245	-	-	1,411,839	1,753,245
Parks and recreation	6,377,399	9,625,261	-	-	6,377,399	9,625,261
Interest and other fees	2,805,915	3,319,651	-	-	2,805,915	3,319,651
Water & wastewater	-	-	20,536,810	36,231,989	20,536,810	36,231,989
Hidden Creek Golf course	-	-	2,546,070	2,937,323	2,546,070	2,937,323
Solid Waste	-	-	3,780,319	3,966,031	3,780,319	3,966,031
Cemetery	-	-	15,493	69,725	15,493	69,725
Total expenses	67,030,250	83,022,721	26,878,692	43,205,068	93,908,942	126,227,789
Change in net position before transfers	18,845,836	12,333,360	8,647,908	(7,560,428)	27,493,744	4,772,932
Transfers	742,246	(241,233)	(742,246)	241,233	-	-
Change in net position	19,588,082	12,092,127	7,905,662	(7,319,195)	27,493,744	4,772,932
Net position - beginning	190,708,005	210,296,087	106,787,460	114,693,122	297,495,465	324,989,209
Net position - ending	\$ 210,296,087	\$ 222,388,214	\$ 114,693,122	\$ 107,373,927	\$ 324,989,209	\$ 329,762,141

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. Unassigned fund balance serves as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance, which has not yet been limited to use for a particular purpose.

At the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$71,553,347. The 74% or \$53,085,747 of this total has constraints on its spending at because it is classified as either (1) non-spendable for inventory and prepaid items; (2) restricted for debt service, public safety, parks and recreation, library, economic development, tourism, capital projects, and other; and (3) committed for capital projects, debt service and other. Approximately 26% of the combined ending fund balance, or \$18,467,600, constitutes unassigned fund balance and is primarily in the General Fund.

Net change in fund balance was an increase of \$3,953,363, of which -87% is from the General Fund, -50% from Non-major Governmental Funds and COVID Relief Grants, and the remaining 237% is from Bond Funded Capital Projects fund.

The decrease of \$3,428,565 in the General Fund is primarily due to necessary to properly manage this martially property tax funded fund and ensuring balances are properly drawled down when fund balance is on the higher end of Finance policy.

The \$2,300,285 decrease in Other Governmental Funds is due to a \$5,342,078 decrease in the 4A EDC Non-bond Fund due to a capital outlay purchase of land approximately \$5,000,000. Additionally, an increase in 4A Corp Special Revenue fund of \$4,284,886 due to increased sales and use tax revenues exceeding expenditures.

The Bond Funded Capital Projects fund increased by \$9,360,228 finishing the year at \$25,598,738. This is due to the issuance of \$31,770,000 of bonds offset with capital expenditures.

Proprietary funds – The City's proprietary funds provide the same type of information found in business-type activities in the government-wide financial statements, but in more detail.

Year-end net position in the water and wastewater fund amounted to \$102,360,194. Net position in the water and wastewater fund decreased \$7,713,997 which is \$17,218,235 less than prior year's increase. Difference is from an increase of about \$2,427,864 in developer non-cash contributions due to the City's continued growth.

General Fund Budgetary Highlights –

Actual revenues subceed final revised budget by a slight variance of 2.1%.

The general fund's final revised expenditure budget was approximately \$4,631,814 more than the figure originally adopted due to encumbrances rolled over from the prior year and increased appropriations for police and firefighter salaries to diminish recruiting challenges.

Actual year-end expenditures totaled \$1,357,789 less than the revised budget total. This decrease was primarily due to outstanding encumbrances of 1,028,526 that rolled to FY24.

CAPITAL ASSETS

The City's investment in capital assets for its governmental and business type activities as of September 30, 2023 amounts to \$415,806,348 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment and roads. The total increase in capital assets for the current fiscal year was approximately 11%.

	Capital Assets at Year End (net of depreciation/amortization)					
	Governmental Activities		Business-type Activities		Total	
	2022	2023	2022	2023	2022	2023
Land	\$ 40,312,769	\$ 50,421,718	\$ 5,413,714	\$ 5,949,176	\$ 45,726,483	\$ 56,370,894
Buildings & improvements	79,489,539	78,632,224	3,064,471	3,386,087	82,554,010	82,018,311
Infrastructure	117,002,996	116,359,245	-	-	117,002,996	116,359,245
Right-to-use lease assets	410,488	347,336	-	-	410,488	347,336
Right-to-use subscription assets	-	2,034,616	-	-	-	2,034,616
Machinery & equipment	7,360,944	10,760,894	1,017,479	910,687	8,378,423	11,671,581
Other	45,000	45,000	-	-	45,000	45,000
Water system	-	-	56,106,747	55,252,314	56,106,747	55,252,314
Wastewater system	-	-	46,783,947	47,087,606	46,783,947	47,087,606
Intangible assets	-	-	1,377,432	1,317,342	1,377,432	1,317,342
Construction in progress	6,428,439	29,056,035	9,065,346	14,246,068	15,493,785	43,302,103
Total	\$ 251,050,175	\$ 287,657,068	\$ 122,829,136	\$ 128,149,280	\$ 373,879,311	\$ 415,806,348

Major capital asset events during the current fiscal year included the following:

- Construction costs related to arterial roads amount to approximately \$3,769,500.
- Construction and right-of-way costs related to construction of water infrastructure amounted to approximately \$3,680,510.
- Construction and right-of-way costs related to construction of sanitary sewer lines amounted to approximately \$1,623,246.
- Cost of purchasing land and buildings to be used as City Facilities amounted to \$9,242,114.
- Costs related to construction of City recreational facilities amounted to \$5,415,614.
- Approximately \$804,618 of water lines were donated by developers.
- Approximately \$1,623,246 of sewer lines were donated by developers.
- Streets and sidewalks worth approximately \$6,014,577 were donated by developers.

Additional information on the City's capital assets can be found in Note 4 in the notes to basic financial statements.

DEBT ADMINISTRATION

At the end of the current fiscal year, the City had total bonded debt issues of \$171,590,000. Of this amount, \$57,360,000 comprises of general obligation (GO) outstanding bonds debt backed solely by the full faith and credit of the City, \$111,945,000 represent certificate of obligation (CO) bonds secured by a combination of property taxes and a limited pledge of other revenues, and \$2,285,000 secured by revenues generated from the City's water and wastewater utility. The total GO and CO outstanding debt of \$169,305,000 includes self-supporting debt of \$57,140,000 paid with revenues generated from the City's water and wastewater utility, \$42,546,088 paid with revenue generated from sales tax dedicated to the Burleson 4B Community Service Corporation (Type 4B) and Burleson 4A Economic Development Service Corporation (Type A) and \$8,005,000 to be paid with tax revenues generated from the Reinvestment Zone Number Two reflected in the TIF 2&3 Fund, with the remaining balance of \$61,613,912 paid directly from the debt rate portion of the property tax rate.

Additional information on the City's outstanding debt can be found in Note 7 in the notes to basic financial statements.

Outstanding Debt at Year End

	Governmental Activities		Business-type Activities		Total	
	2022	2023	2022	2023	2022	2023
General obligation bonds	\$ 42,596,857	\$ 46,036,714	\$ 14,333,143	\$ 11,323,286	\$ 56,930,000	\$ 57,360,000
Certificate of obligation bonds	44,870,000	65,405,000	39,730,000	46,540,000	84,600,000	111,945,000
Utility system revenue bonds	-	-	2,495,000	2,285,000	2,495,000	2,285,000
	<u>\$ 87,466,857</u>	<u>\$ 111,441,714</u>	<u>\$ 56,558,143</u>	<u>\$ 60,148,286</u>	<u>\$ 144,025,000</u>	<u>\$ 171,590,000</u>

The City maintains favorable bond ratings as assigned from the following rating agencies:

	Moody's Investors Service	Standard & Poor's
General obligation bonds	Aa2	AA
Water & wastewater revenue bonds	A1	AA-

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In fiscal year 2024 budget, City adopted a property tax rate of \$0.6325 per \$100 value, which was \$0.0247 less than the previous rate of \$0.6572 per \$100 value. Since 2020, the rate has been reduced by almost nine (9) cents, from \$0.7200 (2020) to \$0.6325 (2024). The budget also includes a three percent (3%) homestead exemption in FY 2024. The property tax revenues are budgeted to increase 8.0% or about \$1,970,080 from fiscal year 2023 year end projection primarily due to new growth. Sales tax revenues are budgeted to increase by about 3% or \$442,377 from fiscal year 2023 year end projections. General Fund total revenues including transfers is \$59,651,098 or 12% increase from fiscal year 2023 budget. General Fund total expenditures is \$61,352,506 or 10% increase from prior year budget. The result is a \$1,701,408 reduction in fund balance. This projected reduction continues to maintain an unassigned fund balance to a level above the City's policy target of 20% of annual operating expenses.

The budget included a three (3) percent increase for both water and sewer utility services, the first rate increase since 2019. Water and Sewer Fund has a strong financial position and ability to continue meetings its debt obligations.

Solids waste operations are outsourced to a third party vendor to handle the refuse and recycling of the community. The adopted budget monthly rate is \$21.84, an increase of \$3.64 from last fiscal year. Revenues and working capital are sufficient to meet the obligations.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Burleson's finances. Questions concerning any of the information provided in this report or requests for additional information may be obtained by contacting the City of Burleson, Attn: Finance Department, 141 West Renfro Street, Burleson, Texas 76028.

City of Burleson, Texas
Statement of Net Position
September 30, 2023

Exhibit A-1

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments	\$ 88,770,919	\$ 24,002,612	\$ 112,773,531
Receivables			
Taxes, net	108,813	-	108,813
Accounts, net	1,503,170	3,226,494	4,729,664
Leases	2,281,467	1,048,192	3,329,659
Due from other governmental units	5,056,628	-	5,056,628
Accrued interest	72,098	31,628	103,726
Inventories	25,628	493,962	519,590
Prepaid items	39,646	-	39,646
Internal balances	884,678	(884,678)	-
Total current assets	<u>98,743,047</u>	<u>27,918,210</u>	<u>126,661,257</u>
Noncurrent assets:			
Restricted cash and investments	-	22,956,802	22,956,802
Capital assets:			
Nondepreciable	80,514,800	20,195,244	100,710,044
Depreciable, net of depreciation	<u>207,142,268</u>	<u>107,954,036</u>	<u>315,096,304</u>
Total noncurrent assets	<u>287,657,068</u>	<u>151,106,082</u>	<u>438,763,150</u>
Total assets	<u>386,400,115</u>	<u>179,024,292</u>	<u>565,424,407</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charge on refunding	465,105	196,155	661,260
Deferred outflows related to pensions	15,605,687	1,314,306	16,919,993
Deferred outflows related to OPEB (RHP & SDBF)	<u>603,631</u>	<u>50,855</u>	<u>654,486</u>
Total deferred outflows of resources	<u>16,674,423</u>	<u>1,561,316</u>	<u>18,235,739</u>
LIABILITIES			
Accounts payable	7,249,736	4,718,135	11,967,871
Accrued liabilities	2,152,531	175,825	2,328,356
Accrued interest payable	373,765	181,882	555,647
Deposits payable	-	740,748	740,748
Unearned revenue	5,305,602	-	5,305,602
Current portion of:			
Bonds, leases, subscriptions, compensated absences	<u>12,792,724</u>	<u>5,801,131</u>	<u>18,593,855</u>
Total current liabilities	<u>27,874,358</u>	<u>11,617,721</u>	<u>39,492,079</u>
Noncurrent Liabilities			
Bonds, leases, subscriptions, compensated absences	113,912,066	57,519,921	171,431,987
Net pension liability	30,547,143	2,572,670	33,119,813
Total OPEB liability (RHP & SDBF)	<u>5,154,568</u>	<u>434,249</u>	<u>5,588,817</u>
Total noncurrent liabilities	<u>149,613,777</u>	<u>60,526,840</u>	<u>210,140,617</u>
Total liabilities	<u>177,488,135</u>	<u>72,144,561</u>	<u>249,632,696</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to leased assets	2,282,368	989,965	3,272,333
Deferred inflows related to OPEB (RHP & SDBF)	<u>915,821</u>	<u>77,155</u>	<u>992,976</u>
Total deferred inflows of resources	<u>3,198,189</u>	<u>1,067,120</u>	<u>4,265,309</u>
NET POSITION			
Net investment in capital assets	202,912,185	75,413,705	278,325,890
Restricted for			
Debt service	5,251,592	-	5,251,592
Public safety	271,657	-	271,657
Other purposes	288,550	-	288,550
Economic development/tourism	11,764,863	-	11,764,863
Unrestricted	<u>1,899,367</u>	<u>31,960,222</u>	<u>33,859,589</u>
TOTAL NET POSITION	<u>\$ 222,388,214</u>	<u>\$ 107,373,927</u>	<u>\$ 329,762,141</u>

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas

Statement of Activities

For the Fiscal Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues	
		Charges for Services	Operating Grants and Contributions
Primary Government			
Governmental activities:			
General government	\$ 9,606,894	\$ 4,904,411	\$ 13,367
Public safety	36,454,820	958,172	6,131,308
Public works	15,162,754	381,618	701,483
Community development	7,100,096	1,635,666	-
Library	1,753,245	29,308	-
Parks and recreation	9,625,261	2,387,394	1,793
Interest and other fees	3,319,651	-	-
Total governmental activities	83,022,721	10,296,569	6,847,951
Business type activities:			
Water and wastewater	36,231,989	24,603,166	-
Hidden Creek Golf Course	2,937,323	2,176,344	-
Solid waste	3,966,031	3,459,241	-
Cemetery	69,725	47,559	21,856
Total business-type activities	43,205,068	30,286,310	21,856
TOTAL PRIMARY GOVERNMENT	\$ 126,227,789	\$ 40,582,879	\$ 6,869,807
General revenues:			
Taxes:			
Property			
Tax increment financing			
Sales and use			
Hotel occupancy taxes			
Franchise fees based on gross receipts			
Unrestricted investment earnings			
Gain on sale of capital assets			
Transfers between governmental and business-type activities			
Total general revenues and transfers			
Change in net position			
Net position - beginning			
Net position - ending			

The Notes to the Financial Statements are an integral part of this statement.

Program Revenues	Net (Expense) Revenue and		
	Changes in Net Position		
Capital			
Grants and Contributions	Governmental Activities	Business-Type Activities	Total
\$ -	\$ (4,689,116)	\$ -	\$ (4,689,116)
-	(29,365,340)	-	(29,365,340)
6,132,177	(7,947,476)	-	(7,947,476)
-	(5,464,430)	-	(5,464,430)
-	(1,723,937)	-	(1,723,937)
24,710	(7,211,364)	-	(7,211,364)
-	(3,319,651)	-	(3,319,651)
6,156,887	(59,721,314)	-	(59,721,314)
3,528,969	-	(8,099,854)	(8,099,854)
-	-	(760,979)	(760,979)
-	-	(506,790)	(506,790)
-	-	(310)	(310)
3,528,969	-	(9,367,933)	(9,367,933)
\$ 9,685,856	\$ (59,721,314)	\$ (9,367,933)	\$ (69,089,247)
	33,341,352	-	33,341,352
	1,076,556	-	1,076,556
	29,598,444	-	29,598,444
	583,802	-	583,802
	3,754,462	-	3,754,462
	3,260,690	1,804,091	5,064,781
	439,368	3,414	442,782
	(241,233)	241,233	-
	71,813,441	2,048,738	73,862,179
	12,092,127	(7,319,195)	4,772,932
	210,296,087	114,693,122	324,989,209
	\$ 222,388,214	\$ 107,373,927	\$ 329,762,141

City of Burleson, Texas
Balance Sheet – Governmental Funds
September 30, 2023

Exhibit B-1

	General	Bond-Funded Capital Projects	COVID Relief Grants	Other Governmental Funds	Total Governmental Funds
ASSETS					
Cash and investments	\$ 19,337,962	\$ 30,555,361	\$ 5,284,431	\$ 24,300,484	\$ 79,478,238
Receivables:					
Taxes, net	-	-	-	108,813	108,813
Accounts, net	1,446,930	-	-	45,077	1,492,007
Leases	1,848,432	-	-	433,035	2,281,467
Due from other governmental units	2,537,438	-	-	2,519,190	5,056,628
Accrued interest	23,248	4,006	6,136	28,582	61,972
Due from other funds	5,019	-	-	1,286,085	1,291,104
Prepaid items	28,000	-	11,646	-	39,646
Total Assets	<u>\$ 25,227,029</u>	<u>\$ 30,559,367</u>	<u>\$ 5,302,213</u>	<u>\$ 28,721,266</u>	<u>\$ 89,809,875</u>
LIABILITIES					
Accounts payable	\$ 1,309,517	\$ 4,960,629	\$ -	\$ 626,782	\$ 6,896,928
Accrued liabilities	1,874,434	-	-	209,578	2,084,012
Unearned revenue	-	-	5,100,328	205,274	5,305,602
Due to other funds	1,111,113	-	-	-	1,111,113
Total Liabilities	<u>4,295,064</u>	<u>4,960,629</u>	<u>5,100,328</u>	<u>1,041,634</u>	<u>15,397,655</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - mowing liens	60,905	-	-	-	60,905
Unavailable revenue - leased assets	1,859,860	-	-	422,508	2,282,368
Unavailable revenue - franchise fees	515,600	-	-	-	515,600
Total Deferred Inflows of Resources	<u>2,436,365</u>	<u>-</u>	<u>-</u>	<u>422,508</u>	<u>2,858,873</u>
FUND BALANCES					
Nonspendable:					
Prepaid items	28,000	-	11,646	-	39,646
Restricted:					
Debt service	-	-	-	5,625,357	5,625,357
Public safety	-	-	-	271,657	271,657
Parks and recreation	-	-	-	36,682	36,682
Library	-	-	-	1,685	1,685
Economic development	-	-	-	11,360,769	11,360,769
Tourism	-	-	-	404,094	404,094
Capital projects	-	25,598,738	-	-	25,598,738
Other purposes	-	-	190,239	98,311	288,550
Committed:					
Capital projects	-	-	-	9,458,569	9,458,569
Assigned:					
Unassigned	18,467,600	-	-	-	18,467,600
Total Fund Balances	<u>18,495,600</u>	<u>25,598,738</u>	<u>201,885</u>	<u>27,257,124</u>	<u>71,553,347</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>\$ 25,227,029</u>	<u>\$ 30,559,367</u>	<u>\$ 5,302,213</u>	<u>\$ 28,721,266</u>	<u>\$ 89,809,875</u>

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas

Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position September 30, 2023

Exhibit B-2

Total fund balances - governmental funds		\$	71,553,347
Amounts reported for governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and therefore are not reported as assets in governmental funds.			280,338,141
Internal service funds are used by the City's management for equipment maintenance and vehicle replacement. The assets and liabilities of certain internal service funds are included with governmental activities in the Statement of Net Position but are not included at the fund level.			14,921,739
Other long-term assets are not available to pay for current period expenditures and, therefore, are reported as unavailable revenue in the funds.			576,505
Long-term liabilities and related balance sheet items are not due and payable in the current period and therefore are not reported as liabilities in the funds.			
Bonds payable	\$	(117,447,225)	
Deferred charge on refunding		465,105	
Leases payable		(343,553)	
Accrued interest payable		(373,765)	
Compensated absences (net of ISF of \$112,177)		(7,743,106)	
Net pension liability (net of ISF of \$1,270,889)		(29,276,254)	
Deferred outflows related to pensions (net of ISF of \$649,262)		14,956,425	
Total SDBF & RHP OPEB liability (net of ISF of \$214,614)		(4,939,954)	
Deferred outflows related to SDBF & RHP OPEB (net of ISF of \$25,131)		578,500	
Deferred inflows related to SDBF & RHP OPEB (net of ISF of \$38,130)		(877,691)	
Combined adjustment			(145,001,518)
TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES		\$	222,388,214

City of Burleson, Texas

Exhibit B-3

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds For the Fiscal Year Ended September 30, 2023

	General	Bond-Funded Capital Projects	COVID Relief Grants	Other Governmental Funds	Total Governmental Funds
REVENUES					
Property taxes	\$ 23,636,639	\$ -	\$ -	\$ 10,781,269	\$ 34,417,908
Sales and use taxes	14,902,992	-	-	14,695,452	29,598,444
Hotel occupancy taxes	-	-	-	583,802	583,802
Franchise fees	3,951,760	-	-	43,894	3,995,654
Charges for services	4,045,846	-	-	2,336,222	6,382,068
Licenses and permits	1,432,439	-	-	-	1,432,439
Intergovernmental	1,090,960	-	4,882,629	154,311	6,127,900
Fines	827,119	-	-	57,278	884,397
Contributions and donations	-	-	-	895,153	895,153
Investment income	994,899	484,266	310,339	1,099,928	2,889,432
Mineral lease	-	-	-	459,240	459,240
Street assessments	-	-	-	121,551	121,551
Miscellaneous	766,216	11,678	-	340,611	1,118,505
Total Revenues	51,648,870	495,944	5,192,968	31,568,711	88,906,493
EXPENDITURES					
Current:					
General government	7,924,118	239,114	-	201,251	8,364,483
Public safety	31,008,663	-	2,116,539	409,859	33,535,061
Public works	7,373,017	665,298	-	700,566	8,738,881
Community development	5,247,593	-	-	2,088,905	7,336,498
Library	1,688,569	-	-	13,384	1,701,953
Parks and recreation	2,149,102	-	-	6,089,877	8,238,979
Capital outlay	187,026	23,033,260	2,754,444	11,840,115	37,814,845
Debt service:					
Principal retirement	61,975	-	-	7,795,143	7,857,118
Interest and fiscal agent charges	14,031	-	-	3,433,372	3,447,403
Debt issuance costs	-	523,259	-	-	523,259
Total Expenditures	55,654,094	24,460,931	4,870,983	32,572,472	117,558,480
Excess (deficiency) of revenues over (under) expenditures	(4,005,224)	(23,964,987)	321,985	(1,003,761)	(28,651,987)
OTHER FINANCING SOURCES (USES)					
Issuance of debt	-	31,770,000	-	-	31,770,000
Premium on debt issuance	-	1,555,215	-	-	1,555,215
Sale of capital assets	-	-	-	108,468	108,468
Transfers in	854,238	-	-	13,650,988	14,505,226
Transfers out	(277,579)	-	-	(15,055,980)	(15,333,559)
Total other financing sources (uses)	576,659	33,325,215	-	(1,296,524)	32,605,350
Net change in fund balance	(3,428,565)	9,360,228	321,985	(2,300,285)	3,953,363
Fund balance, beginning	21,924,165	16,238,510	(120,100)	29,557,409	67,599,984
FUND BALANCE, ENDING	\$ 18,495,600	\$ 25,598,738	\$ 201,885	\$ 27,257,124	\$ 71,553,347

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas**Exhibit B-4**

Reconciliation of the Statement of Revenues, Expenditures,
and Changes in Fund Balances - Governmental Funds
to the Statement of Activities
For the Fiscal Year Ended September 30, 2023

Net change in fund balances - total governmental funds \$ 3,953,363

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeded depreciation in the current period.

Capital outlay	\$ 37,814,845	
Depreciation (net of internal service funds)	<u>(10,329,883)</u>	27,484,962

The net effect of various miscellaneous transactions involving capital assets (i.e., sales and donations) is reported with governmental activities.

6,014,577

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.

(375,615)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

(2,709,670)

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

(33,325,215)

Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.

8,593,935

Internal service funds are used by management to charge the costs of certain activities, such as equipment maintenance and vehicle replacement, to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.

2,455,790

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES

\$ 12,092,127

City of Burleson, Texas
Statement of Net Position – Proprietary Funds
September 30, 2023

Exhibit C-1

	Business-Type Activities Enterprise Funds			Internal Service Funds
	Water & Wastewater	Nonmajor Enterprise Funds	Total	
ASSETS				
Current assets:				
Cash and investments	\$ 21,502,246	\$ 1,440,597	\$ 22,942,843	\$ 10,352,450
Receivables:				
Accounts, net	2,835,523	390,971	3,226,494	11,163
Leases	1,048,192	-	1,048,192	-
Accrued interest	28,299	2,098	30,397	11,357
Inventories	493,962	-	493,962	25,628
Total current assets	25,908,222	1,833,666	27,741,888	10,400,598
Noncurrent assets:				
Restricted deposits and investments	22,956,802	-	22,956,802	-
Capital assets, net	123,084,441	4,287,497	127,371,938	8,096,269
Total noncurrent assets	146,041,243	4,287,497	150,328,740	8,096,269
Total assets	171,949,465	6,121,163	178,070,628	18,496,867
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	192,616	3,539	196,155	-
Deferred outflows related to pensions	983,243	331,063	1,314,306	649,262
Deferred outflows related to OPEB (RHP & SDBF)	38,027	12,828	50,855	25,131
Total deferred outflows of resources	1,213,886	347,430	1,561,316	674,393
LIABILITIES				
Current liabilities:				
Accounts payable	3,983,698	734,437	4,718,135	352,808
Accrued liabilities	118,520	57,305	175,825	68,519
Accrued interest payable	179,551	2,331	181,882	-
Customer deposits	740,748	-	740,748	-
Due to other funds	-	174,972	174,972	5,019
Subscription liabilities	-	-	-	347,860
Bonds and compensated absences	5,415,628	385,503	5,801,131	90,940
Total current liabilities	10,438,145	1,354,548	11,792,693	865,146
Noncurrent liabilities:				
Bonds and compensated absences	57,068,011	451,910	57,519,921	21,237
Subscription liabilities	-	-	-	710,869
Net pension liability	1,924,635	648,035	2,572,670	1,270,889
Total OPEB liability (RHP & SDBF)	324,709	109,540	434,249	214,614
Total noncurrent liabilities	59,317,355	1,209,485	60,526,840	2,217,609
Total liabilities	69,755,500	2,564,033	72,319,533	3,082,755
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to leased assets	989,965	-	989,965	-
Deferred inflows related to OPEB (RHP & SDBF)	57,692	19,463	77,155	38,130
Total deferred inflows of resources	1,047,657	19,463	1,067,120	38,130
NET POSITION				
Net investment in capital assets	71,084,694	3,551,669	74,636,363	7,748,409
Unrestricted	31,275,500	333,428	31,608,928	8,301,966
TOTAL NET POSITION	\$ 102,360,194	\$ 3,885,097	\$ 106,245,291	\$ 16,050,375
Net position of business-type activity internal service funds			1,838,342	
Adjustment to reflect activity between governmental and business-type activities			(709,706)	
Net position of business-type activities			<u>\$ 107,373,927</u>	

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Statement of Revenues, Expenses,
and Changes in Net Position - Proprietary Funds
For the Fiscal Year Ended September 30, 2023

Exhibit C-2

	Business-Type Activities Enterprise Funds			Internal Service Funds
	Water & Wastewater	Nonmajor Enterprise Funds	Total	
OPERATING REVENUES				
Charges for goods and services	\$ 24,035,440	\$ 5,683,144	\$ 29,718,584	\$ 16,416,526
Penalties and interest	398,443	-	398,443	-
Miscellaneous	169,185	98	169,283	60,168
Mineral lease	-	21,856	21,856	-
Total operating revenues	24,603,068	5,705,098	30,308,166	16,476,694
OPERATING EXPENSES				
Water and wastewater services	27,831,837	-	27,831,837	-
Cost of golf operations	-	2,900,544	2,900,544	-
Cost of collecting revenues and other administrative expenses	3,597,707	-	3,597,707	9,741,219
Cost of cemetery operations	-	59,100	59,100	-
Cost of solid waste operations	-	3,985,258	3,985,258	-
Cost of equipment services	-	-	-	3,502,172
Depreciation	3,166,259	53,922	3,220,181	1,890,551
Total operating expenses	34,595,803	6,998,824	41,594,627	15,133,942
OPERATING INCOME (LOSS)	(9,992,735)	(1,293,726)	(11,286,461)	1,342,752
NON-OPERATING REVENUES (EXPENSES)				
Gain on disposition of capital assets	-	4,200	4,200	330,114
Investment income	1,685,064	72,971	1,758,035	417,314
Interest and fiscal agent charges	(1,764,112)	(22,549)	(1,786,661)	-
Total non-operating revenues (expenses)	(79,048)	54,622	(24,426)	747,428
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(10,071,783)	(1,239,104)	(11,310,887)	2,090,180
Transfers in	45,155	2,015,048	2,060,203	587,100
Transfers out	(1,216,338)	(45,155)	(1,261,493)	(557,477)
Impact fees	1,101,105	-	1,101,105	-
Capital contributions	2,427,864	-	2,427,864	-
CHANGE IN NET POSITION	(7,713,997)	730,789	(6,983,208)	2,119,803
NET POSITION AT BEGINNING OF YEAR	110,074,191	3,154,308	113,228,499	13,930,572
NET POSITION AT END OF YEAR	<u>\$ 102,360,194</u>	<u>\$ 3,885,097</u>	<u>\$ 106,245,291</u>	<u>\$ 16,050,375</u>
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds				(335,987)
Change in net position of business-type activities				<u>\$ (7,319,195)</u>

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas
Statement of Cash Flows - Proprietary Funds
For the Fiscal Year Ended September 30, 2023

Exhibit C-3

	Business-Type Activities			Governmental Activities
	Enterprise Funds			Internal Service Funds
	Water & Wastewater	Nonmajor Enterprise Funds	Total Enterprise Funds	
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 24,716,745	\$ 5,622,752	\$ 30,339,497	\$ -
Refunds of customer deposits	3,731	-	3,731	-
Receipts from interfund services provided	-	-	-	16,406,957
Payments to suppliers and service providers	(21,829,332)	(5,815,920)	(27,645,252)	(10,778,789)
Payments to employees for salaries and benefits	(3,083,677)	(1,286,224)	(4,369,901)	(2,323,747)
Payments to other funds for services provided	(4,043,260)	174,972	(3,868,288)	(150,539)
Other receipts	-	24,957	24,957	60,168
Net cash provided by (used in) by operating activities	(4,235,793)	(1,279,463)	(5,515,256)	3,214,050
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	45,155	2,015,048	2,060,203	587,100
Payments to other funds	(1,216,338)	(45,155)	(1,261,493)	(557,477)
Net cash provided by (used in) noncapital financing activities	(1,171,183)	1,969,893	798,710	29,623
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	-	4,200	4,200	330,114
Principal paid on bonds/subsorption liabilities	(4,805,000)	(355,428)	(5,160,428)	(381,463)
Interest payments on bonds/subsorption liabilities	(1,628,959)	(21,997)	(1,650,956)	(2,577)
Proceeds of bond issuance	8,735,000	-	8,735,000	-
Impact fees	1,101,105	-	1,101,105	-
Acquisition of capital assets	(5,213,694)	(960,920)	(6,174,614)	(3,492,989)
Net cash (used in) capital and related financial activities	(1,811,548)	(1,334,145)	(3,145,693)	(3,546,915)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	1,715,703	78,005	1,793,708	427,318
Net cash provided by investing activities	1,715,703	78,005	1,793,708	427,318
Net increase (decrease) in cash and cash equivalents	(5,502,821)	(565,710)	(6,068,531)	124,076
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR (including restricted deposits and investments of \$30,352,364 in the water and wastewater fund)	49,961,869	2,006,307	51,968,176	10,228,374
CASH AND CASH EQUIVALENTS - END OF YEAR (including restricted deposits and investments of \$22,956,802 in the water and wastewater fund)	\$ 44,459,048	\$ 1,440,597	\$ 45,899,645	\$ 10,352,450

The Notes to the Financial Statements are an integral part of this statement.

City of Burleson, Texas

Exhibit C-3

Statement of Cash Flows - Proprietary Funds - Continued For the Fiscal Year Ended September 30, 2023

	Business-Type Activities Enterprise Funds			Governmental Activities
	Water & Wastewater	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Reconciliation of operating income (loss)				
to net cash provided by (used in) operating activities:				
Operating income (loss)	\$ (9,992,735)	\$ (1,293,726)	\$ (11,286,461)	\$ 1,342,752
Depreciation	3,166,259	53,922	3,220,181	1,890,551
Change in operating assets and liabilities:				
(Increase) decrease in accounts receivable	145,765	(57,389)	88,376	(9,569)
(Increase) decrease in leases receivable	10,648	-	10,648	-
(Increase) decrease in inventories	(152,958)	-	(152,958)	29,315
(Increase) in deferred outflows related to pension	(620,363)	(165,258)	(785,621)	(338,014)
Decrease in deferred outflows related to OPEB	6,498	7,515	14,013	13,057
Increase (decrease) in accounts payable	2,261,914	(151,417)	2,110,497	88,424
Increase in accrued liabilities	17,087	6,673	23,760	4,837
Decrease in unearned revenue	(1,700)	(579)	(2,279)	-
Increase in deposits payable	5,431	-	5,431	-
Increase (decrease) in due to other funds	-	174,972	174,972	(150,539)
Increase in compensated absences	35,534	-	35,534	4,517
Increase in net pension liability and total OPEB liability	1,245,997	299,132	1,545,129	624,913
Decrease in deferred inflows related to leased assets	(42,736)	-	(42,736)	-
Decrease in deferred inflows related to pension	(345,396)	(157,816)	(503,212)	(296,252)
Increase in deferred inflows related to OPEB	24,962	4,508	29,470	10,058
Net cash provided by (used in) operating activities	(4,235,793)	(1,279,463)	(5,515,256)	3,214,050
Noncash capital and related financing activities:				
Contributions from developers	2,427,864	-	2,427,864	-
Total noncash capital and related financing activities	\$ 2,427,864	\$ -	\$ 2,427,864	\$ -

The Notes to the Financial Statements are an integral part of this statement.

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Notes to the Financial Statements

Note 1. Summary of Significant Accounting Policies

The City's major operations include public safety, public works, culture, recreation, and community development. In addition, the City owns and operates a water and wastewater system, solid waste system, a golf course, and a cemetery.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governmental units. The following is a summary of more significant policies.

A. Reporting Entity

The City of Burleson, Texas (the "City") Home Rule Charter was adopted by the voters at an election held on April 5, 1969. The City operates under a Council-Manager form of government. As required by the accounting principles generally accepted in the United States of America, the basic financial statements present the City (primary government) and its component units.

The Burleson Community Service Development Corporation ("BCSDC") was incorporated on June 25, 1993 as a nonprofit industrial development corporation under the Development Corporation Act of 1979 ("Act"). The Corporation is organized exclusively for the purposes of benefiting and accomplishing public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. This includes the construction and renovation of municipal buildings and other facilities. Although it is legally separate from the City, the BCSDC is reported as if it were part of the primary government (blended) because its Board of Directors is substantively the same as the City Council. Separate financial statements for the BCSDC are not available.

The Burleson 4A Economic Development Corporation (the "4A Corporation") was incorporated September 28, 2000. The Corporation as organized is to promote and provide for economic development within the City and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City by developing, implementing, providing, and financing projects under the Act and as defined in Section 4A of the Act. Although it is legally separate from the City, the 4A Corporation is reported as a blended component unit because its Board of Directors is substantively the same as the City Council and the primary government has operational responsibility for the component unit. Separate financial statements for the 4A Corporation are not available.

Tax Increment Finance Reinvestment Zone Number Two (TIF 2) was formed to finance and make public improvements serving only the City, under the authority of the Tax Increment Financing Act. The TIF is governed by a five-member board of directors, of which four members are appointed by the City Council. Although it is legally separate from the City, the TIF is reported as a blended component unit because its Board of Directors is substantively the same as the City Council and the primary government has operational responsibility for the component unit. Separate financial statements for TIF 2 are not available.

B. Basic Financial Statements

The basic financial statements include both government-wide financial statements (based on the City as a whole) and fund financial statements. The focus is on either the City as a whole or major individual funds (within the fund financial statements). Both the government-wide and fund financial statements categorize activities as either governmental or business-type activities.

The government-wide Statement of Net Position is, (a) presented for the primary government distinguishing between the governmental and business-type activities columns, and (b) reflected on a full accrual economic resource basis, which incorporates long-term assets and receivables as well as long-term debt and obligations.

The government-wide Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable within a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the respective fund financial statements.

C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to what is being measured and basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied. The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the time of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. Debt service expenditures and expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise fees, sales and use taxes, hotel occupancy taxes and investment income (including unrealized gains and losses) are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred, all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year-end). All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The **Bond-Funded Capital Projects Fund** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The **COVID Relief Grants Fund** - This fund accounts for the resources received from federal and state agencies to be used to react to the COVID-19 pandemic.

The City reports the following major enterprise fund:

The **Water & Wastewater Fund** is used to account for the provision of water and sewer services to residents of the City and certain nonresidents. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, financing and related debt service and billing and collection.

Internal Service Funds are used to account for goods and services provided to City departments such as the equipment and information technology services, the purchase of vehicles and equipment, and health self-insurance program.

Generally, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and wastewater fund and various other funds of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various funds concerned.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position/Fund Balance

1. Deposits and Investments

Substantially all operating deposits and investments are maintained in pooled deposit and investment accounts. Investment income relating to pooled deposits and investments is allocated to the individual funds primarily based on each fund's pro rata share of the total deposits and investments. For purposes of cash flows, the City considers cash on hand, demand deposits, and investments with original maturities of three months or less to be cash equivalents.

Legal provisions generally permit the City to invest in direct obligations of the Federal government, municipal investment pools and interest-bearing deposit accounts. During the year ended September 30, 2023, the City did not own any types of securities other than those permitted by state law.

2. Interfund Receivables and Payables

Transactions between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the noncurrent portion of inter-fund loans). All other outstanding balances between funds are reported as due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

3. Receivables – Property Taxes

All trade and property tax receivables are shown net of an allowance for uncollectible receivables. Trade accounts receivable in excess of 60 days comprise the trade accounts receivable allowance for uncollectible receivables. The net property tax receivable is comprised of the property tax revenues collected within 60 days after year end. The City believes amounts remaining uncollected at sixty days after year-end are generally uncollectible.

The City's property taxes are levied on October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Assessed values are established at 100% of estimated market value. The assessed value, net of exemptions, upon which the fiscal year 2023 levy was based, was approximately \$5,455,108,492. Property taxes attach as an enforceable lien on property as of January 1. Taxes are due by January 31 following the October 1 levy date and are considered delinquent after January 31 of each year.

General property taxes are limited by the Texas Constitution to \$2.50 per \$100 assessed valuation. The City's Home Rule Charter authorizes assessment, levy, and collection of property taxes: a) at a rate not exceeding \$1.00 per \$100 of assessed valuation for the purpose of paying the general governmental operating costs of the City and b) at a rate sufficient to pay the principal and interest on bonds of the City. The City's combined tax rate for the year ended September 30, 2023 was \$0.6572 per \$100 of assessed valuation.

4. Lease Receivable – Lessor

The City is a lessor for noncancelable leases of property and equipment. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.

Lease payments included in the measurement of the lease receivable are composed of fixed payments from the lessee, variable payments from the lessee that are fixed in substance or that depend on an index or a rate, residual value guarantee payments from the lessee that are fixed in substance, and any lease incentives that are payable to the lessee.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

5. Inventories

All inventories are valued using the average cost method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

6. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

7. Restricted Assets

Certain bond proceeds, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants.

8. Capital Assets

Capital assets, which include land, buildings, improvements, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and right-to-use assets purchased or acquired, are carried at historical cost, or estimated historical cost if historical cost is not available. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed. A capitalization threshold of \$5,000 is used for all capital assets. Depreciation on capital assets is calculated on the straight-line basis over the following estimated useful lives. Right-to-use assets are amortized over the shorter of the useful life or duration of the lease using the straight-line method.

Buildings	30 - 50 Years
Machinery and equipment	5 - 30 Years
Vehicles	5 - 30 Years
Water and sewer system	50 Years
Improvements other than building	20 Years
Infrastructure	15 - 40 Years

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest accrued during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

9. Compensated Absences

Vacation and sick leave are granted to City employees in varying amounts. The City accrues vacation benefits as they are earned. In the event of termination, an employee is reimbursed for accumulated unused vacation days if the employee has at least six months service. The City's policy regarding unused sick leave allows terminated employees with at least five years of service to receive reimbursement of accumulated unused sick leave.

10. Leases Payable - Lessee

The City is a lessee for noncancelable leases of equipment. The City recognizes a lease liability, reported with long-term debt, and a right-to-use lease asset, reported with other capital assets, in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a lease, the City measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or its useful life.

Key estimates and judgements related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease.
- Lease payments included in the measurement of the liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, purchase option price that the City is reasonably certain to exercise, lease incentives receivable from the lessor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

11. Subscription-Based Information Technology Arrangements (SBITA)

The City has noncancellable contracts with SBITA vendors for the right to use information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets). The City recognizes a subscription liability, reported with long-term debt, and a right-to-use subscription asset (an intangible asset), reported with other capital assets, in the government-wide and proprietary fund financial statements. The City recognizes subscription liabilities with an initial, individual value of \$5,000 or more.

At the commencement of a SBITA, the City initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of SBITA payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for SBITA payments made at or before the SBITA commencement date, plus certain initial implementation costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT assets.

Key estimates and judgments related to SBITAs include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments.

- The City uses the interest rate charged by the SBITA vendor as the discount rate. When the interest rate charged by the SBITA vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for SBITAs.
- The subscription term includes the noncancellable period of the SBITA.
- Subscription payments included in the measurement of the subscription liability are composed of fixed payments, variable payments fixed in substance or that depend on an index or a rate, termination penalties if the City is reasonably certain to exercise such options, subscription contract incentives receivable from the SBITA vendor, and any other payments that are reasonably certain of being required based on an assessment of all relevant factors.

The City monitors changes in circumstances that would require a remeasurement of its SBITAs and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

12. Pensions

For purposes of measuring the Net Pension Liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

13. Other Post-Employment Benefits

TMRS Supplemental Death Benefits Fund. The City participates in the Texas Municipal Retirement System Supplemental Death Benefit Fund (TMRS SDBF), which is an optional single employer defined benefit life insurance plan that is administered by TMRS. It provides death benefits to active and, if elected, retired employees of participating employers. For purposes of measuring the total TMRS SDBF OPEB liability, related deferred outflows and inflows of resources, and expense, City specific information about its total TMRS SDBF liability and additions to/deductions from the City's total TMRS SDBF liability have been determined on the same basis as they are reported by TMRS. The TMRS SDBF expense and deferred (inflows)/outflows of resources related to TMRS SDBF, primarily result from changes in the components of the total TMRS SDBF liability. Most changes in the total TMRS SDBF liability will be included in TMRS SDBF expense in the period of the change. For example, changes in the total TMRS SDBF liability resulting from current-period service cost, interest, and changes of benefit terms are required to be included in TMRS SDBF expense immediately. Changes in the total TMRS SDBF liability that have not been included in TMRS SDBF expense are required to be reported as deferred outflows of resources or deferred inflows of resources related to TMRS SDBF.

Retiree Health Insurance. For purposes of measuring the total OPEB liability, OPEB related deferred outflows and inflows of resources, and OPEB expense, benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Contributions are not required but are measured as payments by the City for benefits due and payable that are not reimbursed by plan assets. Information regarding the City's total OPEB liability is obtained from a report prepared by a consulting actuary.

14. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension and OPEB contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Pension and OPEB changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Pension and OPEB difference in expected and actual economic experience is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has the following types of items that qualify for reporting in this category.

- OPEB changes in actuarial assumptions and other inputs – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- OPEB difference in expected and actual economic experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available

15. Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. To calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are applied.

It is the City's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

16. Fund Balance Flow Assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). To calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are applied. It is the City's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

17. Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The City Council has by resolution authorized the City Manager to assign fund balance. The City Council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

It is the goal of the City that unassigned fund balance of the General Fund should be at least 20% of General Fund annual expenditures. This percentage is the equivalent of 73 days of expenditures. To adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will take action to reduce the fund balance if the unassigned fund balance grows beyond 90 days of expenditures. At September 30, 2023, the General Fund unassigned fund balance equated to 121 days of expenditures.

E. Revenues and Expenditures/Expenses

1. Program Revenues

Amounts reported as program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions (including special assessments) that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

2. Proprietary Funds Operating And Nonoperating Revenues and Expenses

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with proprietary fund's principal ongoing operations. The principal operating revenues of enterprise funds and internal service funds are charges to customers for sales and services.

Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

F. Budgetary Information

Budget Policy – Prior to September 1, the City Manager submits to the City council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them. The proposed budget and all supporting schedules are filed with the City Secretary when submitted to the City Council. Public hearings are conducted to obtain taxpayer comments. Prior to September 30, the budget is adopted by affirmative vote of a majority of the members of the City Council.

Annual operating budgets are prepared on a budgetary basis for the General Fund, Debt Service funds and all special revenue funds except for the Grants Fund, COVID Relief Grants Fund, and Other Special Revenue Funds. Budgetary data for capital projects funds is budgeted over the life of the respective project and not on an annual basis.

Budgetary Data – Budget amounts presented in the required supplementary information reflect the original budget and the amended budget, which has been adjusted for legally authorized revisions to the annual budget during the year. Appropriations, except remaining project appropriations and encumbrances, lapse at the end of each fiscal year.

G. Accounting Pronouncements

The Government Accounting Standards Board (GASB) pronouncements effective in fiscal years 2023 and beyond are listed below:

GASB Statement No. 91, *Conduit Debt Obligations* (GASB 91), provides a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with 1) commitments extended by issuers, 2) arrangements associated with conduit debt obligations, and 3) related note disclosures. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2020; however, issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance* (GASB 95), extended the effective date of GASB 91 to reporting periods beginning after December 15, 2021, with earlier application encouraged. GASB 91 was implemented in the City's fiscal year 2023 financial statements with no impact to amounts previously reported.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* (GASB 94), improves financial reporting by addressing issues related to public-private and public-public partnership arrangements and provides guidance for accounting and financial reporting for availability payment arrangements. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 94 was implemented in the City's fiscal year 2023 financial statements with no impact to amounts previously reported.

GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (GASB 96), provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. This statement 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset – an intangible asset - and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments; and 4) requires note disclosures regarding a SBITA. The requirements of this statement are effective for reporting periods beginning after June 15, 2022, with earlier application encouraged. GASB 96 was implemented in the City's fiscal year 2023 financial statements with no impact to amounts previously reported.

GASB Statement No. 99, *Omnibus 2022* (GASB 99), enhances comparability in accounting and financial reporting and improves consistency of authoritative literature by addressing 1) practice issues that have been identified during implementation and application of certain GASB statements and 2) accounting and financial reporting for financial guarantees. The requirements related to extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63 are effective upon issuance. These requirements were implemented in the City's fiscal year 2022 financial statements with no impact to amounts previously reported. The requirements related to leases were implemented in the City's fiscal year 2022 financial statements in conjunction with GASB 87 as discussed above. The requirements related to PPPs and SBITAs are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter. These requirements for GASB 99 were implemented in the City's fiscal year 2023 financial statements in conjunction with GASB 94 and GASB 96 as described in Note 1. The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter. These requirements for GASB 99 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 100, *Accounting Changes and Error Corrections* (GASB 100), enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This statement 1) defines accounting changes and corrections of errors; 2) prescribes the accounting and financial reporting for each type of accounting change and error corrections; and 3) clarifies required note disclosures. The requirements of this statement are effective for reporting periods beginning after June 15, 2023, with earlier application encouraged. GASB 100 will be implemented in the City's fiscal year 2024 financial statements and the impact has not yet been determined.

GASB Statement No. 101, *Compensated Absences* (GASB 101), improves the information needs of financial statements users by updating the recognition and measurement guidance for compensated absences under a unified model and amending certain previously required disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2023, with earlier application encouraged. GASB 101 will be implemented in the City's fiscal year 2025 financial statements and the impact has not yet been determined.

H. Oil and Gas Royalties

The City receives royalties related to various oil and gas leases for which the City acts as lessor. The royalties are generally payable to the City when production begins at the lease site, and revenue is recognized at the time the royalty is earned and considered measurable and available if received within 60 days of year-end.

Note 2. Cash and Investments

A. Cash Deposits with Financial Institutions

State statutes authorize the City's cash to be deposited in demand deposits, time deposits, or certificates of deposit, and require that all deposits be fully collateralized or insured.

Custodial Credit Risk – Deposits. Custodial credit risk for deposits is the risk that, in the event of failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The City's policy requires that all deposits with financial institutions must be collateralized to the extent not protected by FDIC insurance.

At September 30, 2023, the carrying amount of the City's deposits was \$52,183,323. The bank balances were entirely covered either by Federal Depository Insurance or by collateral held by the City's agent in the City's name.

B. Investments

In accordance with the Texas Public Funds Investment Act (PFIA) and the City's investment policy, the City invests in:

- a. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. Direct obligations of the State of Texas or its agencies and instrumentalities.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States.
- d. Obligations of states, agencies, counties, cities, and other political subdivisions of the State of Texas rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e. Financial institution deposits that, are issued by a state or national bank that a) has its main office or a branch office in Texas and is guaranteed or insured by the FDIC or its successor, b) is secured by obligations in a manner and amount provided by law and this Investment Policy for deposits of the City, or c) is placed in a manner that meets the requirements of the PFIA.

- f. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the City, held in the City's account, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Repurchase Agreement must be signed by the counter-party prior to investment in a repurchase agreement. All repurchase agreement transactions must have a market value of purchased securities greater than or equal to 102 percent of the total balance of the agreement.
- g. Money Market Mutual funds that: (1) are registered and regulated by the Securities and Exchange Commission, (2) seek to maintain a net asset value of \$1.0000 per share, and (3) are rated AAA by at least one nationally recognized rating service.

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles, which provides a framework for measuring fair value by establishing a three-level fair value hierarchy that describes the inputs that are used to measure assets and liabilities.

- Level 1 inputs are quoted prices (unadjusted) for identical assets or liabilities in active markets that a government can access at the measurement date.
- Level 2 inputs are inputs—other than quoted prices included within Level 1—that are observable for an asset or liability, either directly or indirectly.
- Level 3 inputs are unobservable inputs for an asset or liability.

The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs. If a price for an identical asset or liability is not observable, a government should measure fair value using another valuation technique that maximizes the use of relevant observable inputs and minimizes the use of unobservable inputs. If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

As of September 30, 2023, the City had the following cash and investments:

	September 30, 2023	(Level 1)	(Level 2)	(Level 3)	Percent of Total Investment Portfolio	Weighted Average Maturity (Days)*
Cash	\$ 52,191,161	\$ -	\$ -	\$ -	N/A	N/A
Investments measured at net asset value/amortized cost per share:						
Investment pools:						
TexPool	5,138,739	-	-	-	6.2%	25
LOGIC	45,368,430	-	-	-	54.3%	19
Investments by fair value level:						
Debt securities:						
Municipal bonds	33,032,003	-	33,032,003	-	39.5%	356
Total investments	83,539,172	-	33,032,003	-		
Total cash and investments	\$ 135,730,333	\$ -	\$ 33,032,003	\$ -		

* Portfolio weighted average maturity (days) = 153

Investment Pools

Investment pools are not categorized as to investment risk since specific securities relating to the City cannot be identified. Under the TexPool Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accountants. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool investment pools are measured at amortized cost.

Under the LOGIC Participation Agreement, administrative and investment services to LOGIC are provided by Hilltop Securities, Inc. and JP Morgan Asset Management, Inc. as co-administrators. The administrators settle all trades for LOGIC and secure and value its assets every day. The fair value of the City's position in these pools is the same as the value of the pool shares. LOGIC investment pool is measured at net asset value.

The City's investment pools each have a redemption notice period of one day and may redeem daily. The investment pools' authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Interest income (loss) includes realized and unrealized gains and losses on investments during the fiscal year. The calculation of realized gains and losses is independent of the calculation of the change in fair value of investments. Realized gains and losses of the current year include the cumulative effects of unrealized gains and losses incurred in prior years as a result of changes in fair value. For the fiscal year ended September 30, 2023, net investment income (loss) includes \$4,049,118 in realized gains resulting from the City's sale and/or redemption of its investments and \$1,015,654 in unrealized gains resulting from non-cash, temporary changes in fair value that are expected to smooth out over the long term life of the investments.

Credit Risk and Concentration of Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized rating agency.

The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration risk, the risk of loss attributed to the magnitude of investment in a single issuer, by limiting investments to the safest types of issuers, pre-qualifying the financial institutions and brokers/dealers with which the City will do business, and diversifying the investment portfolio so that potential losses on individual issuers will be minimized, as appropriate.

Local government investment pools in Texas are required to be rated AAA or equivalent by at least one nationally recognized securities rating organization. As of September 30, 2023, the City's investments in investment pools were all rated AAAM by Standard & Poor's.

Interest Rate Risk

The City will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates. The City will structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; invest funds primarily in certificates of deposit, shorter term securities, financial institution deposits, or money market mutual funds and local government investment pools whose investment objectives include maintaining a stable \$1.00 net share value; and diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Safekeeping and Custodial Agreements

The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure demand or time deposits. Securities owned by the City shall be held in the City's account as evidenced by safekeeping receipts of the institution holding the securities. The City shall approve all third party custodians for the holding of securities pledged to the City as collateral to secure financial institution deposits.

Collateral Policy

The City has established a collateral policy in compliance with Government Code Chapter 2257, Public Funds Collateral Act. Deposits secured with irrevocable letters of credit shall have 100% of principal plus anticipated interest of the deposit, less any amount insured by the FDIC. Deposits secured with pledged marketable securities shall have a market value 13 equal to or greater than 102% of the principal plus accrued interest of the deposit, less any amount insured by the FDIC. All deposits shall be insured or collateralized in compliance with applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards financial institution deposits. Financial institutions serving as City Depositories will be required to sign a depository agreement with the City. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including: the agreement must be in writing, the agreement has to be executed by the Depository and City contemporaneously with the acquisition of the asset, the agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City, and the agreement must be part of the Depository's "official record" continuously since its execution.

Note 3. Receivables and Deferred Inflows of Resources

Receivables as of September 30, 2023 for the City's individual major funds, and nonmajor funds in the aggregate, including the applicable allowances for uncollectible amounts, are as follows:

	Governmental Funds				
	General	Bond Funded Capital Projects	COVID Relief Grants	Other Nonmajor Governmental Funds	Total Governmental Funds
Receivables:					
Taxes	\$ -	\$ -	\$ -	\$ 132,816	\$ 132,816
Accounts	1,446,930	-	-	63,491	1,510,421
Leases	1,848,432	-	-	433,035	2,281,467
Intergovernmental	2,537,438	-	-	2,519,190	5,056,628
Interest	23,248	4,006	6,136	28,582	61,972
Gross receivables	5,856,048	4,006	6,136	3,177,114	9,043,304
Less: allowance for uncollectibles	-	-	-	(42,417)	(42,417)
Net total receivables	\$ 5,856,048	\$ 4,006	\$ 6,136	\$ 3,134,697	\$ 9,000,887
Deferred inflows of resources:					
Mowing liens	\$ 60,905	\$ -	\$ -	\$ -	\$ 60,905
Leases	1,859,860	-	-	422,508	2,282,368
Franchise fees	515,600	-	-	-	515,600
Total deferred inflows	\$ 2,436,365	\$ -	\$ -	\$ 422,508	\$ 2,858,873

	Enterprise Funds			
	Water and Wastewater	Other Non-major	Enterprise Funds Total	Internal Service Funds
Receivables:				
Accounts	\$ 1,703,680	\$ 364,806	\$ 2,068,486	\$ 11,163
Unbilled	1,196,330	54,786	1,251,116	-
Leases	1,048,192	-	1,048,192	11,357
Interest	28,299	2,098	30,397	25,628
Gross receivables	3,976,501	421,690	4,398,191	48,148
Less: allowance for for uncollectibles	(64,487)	(28,621)	(93,108)	-
Net total receivables	\$ 3,912,014	\$ 393,069	\$ 4,305,083	\$ 48,148

Leases Receivable

The City has entered into multiple lease agreements as lessor. The leases allow the right-to-use of land, buildings, and infrastructure to other organizations over the term of the lease. The City receives annual and monthly payments at the interest rate stated or implied within the leases. The interest rates for these leases is 3.5%. As of September 30, 2023, the City has \$1,848,432 remaining in lease receivables and \$1,859,860 remaining in deferred inflows recorded in the General Fund, \$433,035 remaining in lease receivables and \$422,508 remaining in deferred inflows recorded in the Nonmajor Governmental Funds, and \$1,048,192 remaining in lease receivables and \$989,965 remaining in deferred inflows recorded in the Water and Wastewater Fund.

As of September 30, 2023, expectation of lease receipts through the expiration of all leases is as follows:

	Lease Principal	Lease Interest	Totals
2024	\$ 275,922	\$ 76,004	\$ 351,926
2025	50,961	68,290	119,251
2026	115,913	66,156	182,069
2027	63,255	64,157	127,412
2028	70,005	61,935	131,940
2029-2033	475,479	266,886	742,365
2034-2038	631,529	174,343	805,872
2039-2043	598,403	48,334	646,737
Total governmental activities	\$ 2,281,467	\$ 826,105	\$ 3,107,572

	Lease Principal	Lease Interest	Totals
2024	\$ 12,475	\$ 36,493	\$ 48,968
2025	14,412	36,025	50,437
2026	16,462	35,488	51,950
2027	18,631	34,877	53,508
2028	20,924	34,190	55,114
2029-2033	143,816	157,568	301,384
2034-2038	223,539	125,848	349,387
2039-2043	289,973	74,982	364,955
2044-2048	165,495	40,520	206,015
2049-2053	142,465	8,596	151,061
Total business-type activities	\$ 1,048,192	\$ 584,587	\$ 1,632,779

Note 4. Capital Assets

Capital asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated or amortized:					
Land	\$ 40,312,769	\$ 10,108,949	\$ -	\$ -	\$ 50,421,718
Construction in progress	6,428,439	27,104,198	-	(4,476,602)	29,056,035
Historical/Artwork collections	45,000	-	-	-	45,000
Total capital assets not being depreciated or amortized	46,786,208	37,213,147	-	(4,476,602)	79,522,753
Capital assets being depreciated or amortized:					
Buildings and improvements	110,400,852	545,076	-	1,891,513	112,837,441
Infrastructure	197,843,275	5,157,151	-	-	203,000,426
Right-to-use lease assets	631,520	-	-	-	631,520
Right-to-use subscription assets	-	1,287,833	-	992,047	2,279,880
Machinery and equipment	29,266,332	4,384,906	(813,267)	1,593,042	34,431,013
Total capital assets being depreciated or amortized	338,141,979	11,374,966	(813,267)	4,476,602	353,180,280
Less accumulated depreciation/amortization for:					
Buildings	(30,911,313)	(3,293,904)	-	-	(34,205,217)
Infrastructure	(80,840,279)	(5,800,902)	-	-	(86,641,181)
Right-to-use lease assets	(221,032)	(63,152)	-	-	(284,184)
Right-to-use subscription assets	-	(245,264)	-	-	(245,264)
Machinery and equipment	(21,905,388)	(2,569,799)	805,068	-	(23,670,119)
Total accumulated depreciation/amortization	(133,878,012)	(11,973,021)	805,068	-	(145,045,965)
Total capital assets being depreciated or amortized, net	204,263,967	(598,055)	(8,199)	4,476,602	208,134,315
Governmental activities capital assets, net	\$ 251,050,175	\$ 36,615,092	\$ (8,199)	\$ -	\$ 287,657,068
	Beginning Balance	Additions	Deletions	Transfers	Ending Balance
Business-type activities:					
Capital assets not being depreciated:					
Land	\$ 5,413,714	\$ 535,462	\$ -	\$ -	\$ 5,949,176
Construction in progress	9,065,346	5,504,682	-	(323,960)	14,246,068
Total capital assets not being depreciated	14,479,060	6,040,144	-	(323,960)	20,195,244
Capital assets being depreciated:					
Water systems	78,487,075	804,618	-	-	79,291,693
Wastewater systems	63,742,608	1,623,247	-	-	65,365,855
Infrastructure	30,524	-	-	-	30,524
Buildings and improvements	7,491,571	134,468	-	323,960	7,949,999
Machinery and equipment	4,071,689	192,051	(53,186)	-	4,210,554
Intangible assets	3,047,865	-	-	-	3,047,865
Total capital assets being depreciated	156,871,332	2,754,384	(53,186)	323,960	159,896,490
Less accumulated depreciation for:					
Water systems	(22,380,328)	(1,659,051)	-	-	(24,039,379)
Wastewater systems	(16,958,661)	(1,319,588)	-	-	(18,278,249)
Infrastructure	(30,524)	-	-	-	(30,524)
Buildings and improvements	(4,427,100)	(136,812)	-	-	(4,563,912)
Machinery and equipment	(3,054,210)	(286,854)	41,197	-	(3,299,867)
Intangible assets	(1,670,433)	(60,090)	-	-	(1,730,523)
Total accumulated depreciation	(48,521,256)	(3,462,395)	41,197	-	(51,942,454)
Total capital assets being depreciated, net	108,350,076	(708,011)	(11,989)	323,960	107,954,036
Business-type activities capital assets, net	\$ 122,829,136	\$ 5,332,133	\$ (11,989)	\$ -	\$ 128,149,280

Because the City maintains an internal service fund solely for the purpose of servicing business-type activities of the City, capital assets in this schedule are not equal to those reported in the statement of net position for proprietary funds. The net value of capital assets in the Proprietary Vehicle Replacement fund is \$777,342 and is included in the above schedule.

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental activities:	
General government	\$ 1,548,476
Public safety	1,953,776
Public works, which includes the depreciation of general infrastructure assets	6,513,265
Parks and recreation	<u>1,957,504</u>
Total governmental activities depreciation and amortization	<u>\$ 11,973,021</u>
Business-type activities:	
Water and wastewater	\$ 3,166,259
Golf course	43,090
Solid waste disposal and collection	207
Cemetery	10,625
Vehicle replacement fund	<u>242,214</u>
Total business-type activities depreciation	<u>\$ 3,462,395</u>

Note 5. Lease Liabilities

The City has entered into a lease agreement as a lessee. The leases allow the right-to-use assets over the term of the lease. The City is required to make payments at its incremental borrowing rate or the interest rate stated or implied within the leases. The lease rate, term and ending lease liability are as follows:

	<u>Interest Rate</u>	<u>Liability at Commencement</u>	<u>Lease Term in Years</u>	<u>Ending Balance September 30, 2023</u>
Machinery and equipment	3.46%	\$ 465,427	2023-2028	<u>\$ 343,553</u>
Total governmental activities				<u>\$ 343,553</u>

The future principal and interest lease payments as of fiscal year end are as follows:

	<u>Lease Principal</u>	<u>Lease Interest</u>	<u>Totals</u>
2024	\$ 64,118	\$ 11,887	\$ 76,005
2025	66,336	9,668	76,004
2026	68,631	7,373	76,004
2027	71,006	4,999	76,005
2028	<u>73,462</u>	<u>2,542</u>	<u>76,004</u>
Total governmental activities	<u>\$ 343,553</u>	<u>\$ 36,469</u>	<u>\$ 380,022</u>

The value of the right-to-use leased assets as of the end of the current fiscal year was \$631,520 and had accumulated amortization of \$284,184.

Note 6. Interfund Balances and Transactions

A. Interfund Receivables/Payables

The composition of interfund balances as of September 30, 2023, is as follows:

Receivable Fund	Payable Fund	Total
Nonmajor Governmental	General Fund	\$ 1,111,113
Nonmajor Governmental	Nonmajor Enterprise	174,972
General Fund	Internal Service Funds	5,019
Total		\$ 1,291,104

The outstanding balances between funds result from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. Interfund receivables/payables are recorded between the governmental activities and business type activities in the government wide statement of net position resulting from allocation of interfund charges.

B. Interfund Transfers

Interfund transfers during the year ended September 30, 2023, were as follows:

Transfers Out:	Transfers in:	Amount
General Fund	Nonmajor Enterprise	\$ 277,579
Water & Wastewater	General Fund	854,238
Water & Wastewater	Internal Service Funds	362,100
Internal Service Funds	Nonmajor Enterprise	557,477
Nonmajor Governmental	Nonmajor Enterprise	1,179,992
Nonmajor Governmental	Internal Service Funds	225,000
Nonmajor Governmental	Nonmajor Governmental	13,650,988
Nonmajor Enterprise	Water & Wastewater	45,155
Total		\$ 17,152,529

Transfers are used to (1) move revenues collected in the special revenue funds to finance various programs in accordance with budgetary authorizations, (2) move receipts restricted for debt service from the funds collecting the receipts to a debt service fund as debt service payments become due, (3) transfer additional funds to the golf course, (4) pay the water and solid waste utilities' payments in lieu of taxes, (5) transfer excess fund balance from internal service funds to the general fund, (6) and transfer fund balance from special revenue funds to capital projects funds for land purchase. In the government-wide financial statements, interfund transfers are eliminated within the governmental activities column and business-type column, as appropriate.

C. Cost Reimbursements

The cost of the City's central general and administrative services is allocated to the designated special revenue and enterprise funds. These costs are reported as interfund services provided and used rather than interfund transactions and are treated as revenues in the General fund and expenses (expenditures) in the other funds. Interfund services provided and used are "arms-length" transactions between departments or funds that would be treated as revenues, expenditures, or expenses if they were with an external organization. The distinguishing aspects of interfund services provided and used are that each department or fund both gives and receives consideration.

Significant cost reimbursements made to the General Fund during the year were as follows:

<u>Fund</u>	<u>Amount</u>
Water and Wastewater	\$ 1,363,659
4A Corp Special Revenue	176,925
BCSDC Special Revenue	153,109
Municipal Court	43,088
Parks Performance Fund	637,550
Hotel Motel	19,349
Golf Course	307,641
Solid Waste	207,166
Cemetery	3,244
Equipment Replacement	5,994
Equipment Services	187,446
Support Services	228,599
Health Insurance	476,423
Total	<u>\$ 3,810,193</u>

D. Franchise Fees

The City's enterprise funds, which use the public rights-of-way, pay franchise fees to the General Fund as if they were organizations separate from the City. These fees are not taxes but are compensation to the City for the use of the City's streets and public rights-of-way. These payments are reported as interfund services provided and used rather than interfund transactions and are treated as revenue (reported as franchise fees) in the General Fund and expenses in the enterprise funds. Such fees paid during the year were:

<u>Fund</u>	<u>Amount</u>
Water and Wastewater	\$ 981,455
Solid Waste	243,583
Total	<u>\$ 1,225,038</u>

E. Payments in Lieu of Property Taxes

For fiscal year 2023, the Water and Wastewater fund made a \$854,238 payment in lieu of property taxes to the General Fund.

Note 7. Long Term Debt and Obligations

The City issues general obligation bonds and certificates of obligation for the purpose of providing funds for the acquisition and construction of major capital facilities. General obligation bonds and certificates of obligation are issued for both governmental activities and business-type activities and are direct obligations issued on a pledge of the general taxing power for payment of the debt obligations of the City.

In the current year, the City issued Series 2023 Combination Tax and Revenue Certificates of Obligation in the amount of \$31,475,000, split between the governmental activities and business-type activities. The bonds carry interest rates ranging from 4.050% to 5% and the proceeds will be used for (i) designing, equipping, and constructing streets, drainage, public mobility infrastructure improvements, including traffic lighting and signalization, parking, median improvements, and the acquisition of land and right of way throughout the City; (ii) designing, equipping, and constructing improvements to the City's water and sewer system; (iii) constructing, improving, and equipping public safety facilities in the City, including existing fire stations; and (iv) paying the legal, fiscal, design and engineering fees in connection with such projects and the Certificates.

In the current year, the City issued Series 2023 General Obligation Bonds in the amount of \$9,030,000. The bonds carry interest rates ranging from 4.25% to 5% and the proceeds will be used for (i) designing, constructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements in the City, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way; (ii) constructing, improving, renovating and equipping public safety facilities consisting of new fire department facilities, renovation and expansion of existing police facilities, acquisition of fire apparatuses, and public safety equipment and vehicles, and the acquisition of land and interest in land necessary therefore; and (iii) the costs of issuance of the bonds.

Water and sewer revenue bonds are issued for the purpose of financing the acquisition and construction of major capital improvements for the water and sewer system and related facilities secured by a pledge of the net revenues of the water and sewer system.

Long-term debt transactions, including current portion, for the year ended September 30, 2023, are summarized as follows:

	Beginning Balance	Increased	Refunded/ Retired	Ending Balance	Due Within One Year
Governmental Activities:					
General Obligation bonds	\$ 42,596,857	\$ 9,030,000	\$ 5,590,143	\$ 46,036,714	\$ 6,116,428
Certificates of obligation	44,870,000	22,740,000	2,205,000	65,405,000	3,010,000
Compensated absences	7,520,029	3,986,817	3,651,563	7,855,283	3,252,100
Lease liabilities	405,528	-	61,975	343,553	66,336
Subscription liabilities	-	1,440,192	381,463	1,058,729	347,860
Premium on debt	5,388,903	1,555,215	938,607	6,005,511	-
Governmental activities long-term debt	\$ 100,781,317	\$ 38,752,224	\$ 12,828,751	\$ 126,704,790	\$ 12,792,724
Business-type activities:					
General Obligation bonds	\$ 14,333,143	\$ -	\$ 3,009,857	\$ 11,323,286	\$ 3,093,572
Certificates of obligation	39,730,000	8,735,000	1,925,000	46,540,000	2,290,000
Water & sewer revenue bonds	2,495,000	-	210,000	2,285,000	220,000
Compensated absences	278,339	300,113	266,356	312,096	197,559
Premium on debt	2,842,740	419,302	401,372	2,860,670	-
Business-type activities long-term debt	\$ 59,679,222	\$ 9,454,415	\$ 5,812,585	\$ 63,321,052	\$ 5,801,131

Premium on debt is amortized over the life of the debt using the effective interest method.

The City's direct borrowings (lease liabilities and subscription liabilities) related to governmental activities are secured with equipment as collateral.

The City's outstanding certificates of obligations related to governmental and business-type activities are secured with property tax revenue.

The revenue bonds are collateralized by the revenue of the combined utility system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used, first, to pay operating and maintenance expenses of the system and, second, to establish and maintain the revenue bond funds. Should the City default on these bonds, any registered owner of the certificates is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring specific performance from the City.

Bonds payable at September 30, 2023, is comprised of the following individual issues:

	Interest Rate %	Issue Date	Maturity Date	Original Issue	Amount Outstanding
Governmental Activities:					
General obligation bonds:					
2012 Series	2.00 - 4.00	5/16/2012	5/16/2032	\$ 5,040,000	\$ 2,965,000
2014 Series	2.00 - 4.00	7/2/2014	3/1/2034	19,558,570	7,571,714
2015 Series	1.00 - 5.00	4/20/2015	3/1/2035	12,150,000	5,545,000
2016 Series	2.00 - 5.00	6/6/2016	3/1/2036	25,135,000	14,865,000
2017 Series	2.50 - 4.00	7/17/2017	3/1/2037	2,155,000	1,670,000
2020 Series	5.00	8/19/2020	3/1/2030	4,445,000	3,070,000
2022 Series	4.00 - 5.00	9/15/2022	3/1/2042	1,365,000	1,320,000
2023 Series	4.00 - 5.00	9/20/2023	3/1/2043	9,030,000	9,030,000
Total general obligation bonds				<u>78,878,570</u>	<u>46,036,714</u>
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	4,620,000	2,590,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	4,685,000	3,055,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	6,565,000	4,600,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	3,855,000	2,830,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	2,810,000	2,150,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	13,745,000	11,305,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2039	7,415,000	6,485,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	3,560,000	3,135,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	6,730,000	6,515,000
2023 Tax and Revenue	4.00 - 5.00	9/20/2023	3/1/2043	22,740,000	22,740,000
Total certificates of obligation				<u>76,725,000</u>	<u>65,405,000</u>
Total governmental activities				<u>155,603,570</u>	<u>111,441,714</u>
Business-type Activities					
General obligation bonds:					
2014 Golf Course Refunding	2.00 - 4.00	7/2/2014	3/1/2034	3,006,430	723,286
2015 Water & Sewer Refunding	1.00 - 5.00	4/20/2015	3/1/2035	10,730,000	3,535,000
2016 Water & Sewer Refunding	2.00 - 5.00	6/6/2016	3/1/2036	4,435,000	1,395,000
2021 Water & Sewer Refunding	0.96	7/21/2021	3/1/2031	8,345,000	5,670,000
Total general obligation bonds				<u>26,516,430</u>	<u>11,323,286</u>
Certificates of obligation:					
2013 Tax and Revenue	2.00 - 3.00	5/1/2013	3/1/2033	2,160,000	1,210,000
2014 Tax and Revenue	2.00 - 4.00	7/2/2014	3/1/2034	5,480,000	3,565,000
2015 Tax and Revenue	1.00 - 5.00	4/20/2015	3/1/2035	4,855,000	3,395,000
2016 Tax and Revenue	2.00 - 5.00	6/6/2016	3/1/2036	5,750,000	4,225,000
2017 Tax and Revenue	2.50 - 4.00	7/17/2017	3/1/2037	7,400,000	5,680,000
2018 Tax and Revenue	3.50 - 4.00	5/16/2018	3/1/2038	8,135,000	6,690,000
2019 Tax and Revenue	3.00 - 5.00	5/6/2019	3/1/2038	4,470,000	3,910,000
2020 Tax and Revenue	2.00 - 5.00	8/19/2020	3/1/2040	4,090,000	3,700,000
2022 Tax and Revenue	4.00 - 5.00	9/15/2022	3/1/2042	5,610,000	5,430,000
2022 Tax and Revenue	4.00 - 5.00	9/20/2023	3/1/2043	8,735,000	8,735,000
Total certificates of obligation				<u>56,685,000</u>	<u>46,540,000</u>
Water and sewer revenue bonds					
2012 Improvement	2.00 - 4.00	4/15/2012	3/1/2032	4,300,000	2,285,000
Total water and sewer revenue bonds				<u>4,300,000</u>	<u>2,285,000</u>
Total business-type activities				<u>\$ 87,501,430</u>	<u>\$ 60,148,286</u>

The annual requirements to amortize bonds outstanding as of September 20, 2023, are as follows:

Governmental Activities						
Year Ending September 30,	General Obligation	GO Interest	Certificate of Obligation	CO Interest		
2024	\$ 6,116,428	\$ 1,907,103	\$ 3,010,000	\$ 1,792,624		
2025	6,490,286	1,672,050	3,090,000	1,762,434		
2026	5,160,000	1,413,694	3,240,000	1,673,984		
2027	4,795,000	1,172,344	3,375,000	1,581,169		
2028	4,430,000	951,194	3,530,000	1,484,263		
2029-2033	9,895,000	3,097,519	19,815,000	5,873,191		
2034-2038	5,645,000	1,259,241	18,650,000	3,167,234		
2039-2043	3,505,000	376,644	10,695,000	906,000		
Total	\$ 46,036,714	\$ 11,849,789	\$ 65,405,000	\$ 18,240,899		

Business-Type Activities						
Year Ending September 30,	General Obligation	GO Interest	Certificate of Obligation	CO Interest	Water and Wastewater Revenue Bonds	Water and Wastewater Interest
2024	\$ 3,093,572	\$ 276,776	\$ 2,290,000	\$ 1,716,725	\$ 220,000	\$ 83,650
2025	2,759,714	183,855	2,360,000	1,618,219	225,000	76,975
2026	1,940,000	105,618	2,470,000	1,541,794	235,000	68,900
2027	1,450,000	53,289	2,580,000	1,463,397	240,000	59,400
2028	740,000	22,577	2,690,000	1,380,913	250,000	49,600
2029-2033	1,340,000	19,440	15,210,000	5,642,063	1,115,000	91,500
2034-2038	-	-	13,475,000	3,648,450	-	-
2039-2043	-	-	5,465,000	3,169,450	-	-
Total	\$ 11,323,286	\$ 661,555	\$ 46,540,000	\$ 20,181,011	\$ 2,285,000	\$ 430,025

The ordinances authorizing the issuance of Water and Sewer serial bonds created the revenue bond debt service and retirement funds. The gross revenues of the waterworks system, after deduction of reasonable expenses of operation and maintenance, are pledged to such funds in amounts equal to the total annual principal and interest requirements of the bonds and amounts required to maintain the revenue bond and emergency funds. At September 30, 2023, the minimum amount required by the ordinances for the revenue bond debt service and retirement funds had been accumulated.

The revenue bond ordinances also require that the City charge for services sufficient to produce net revenues, as defined, in an amount not less than 1.25 times the average annual principal and interest requirement. At September 30, 2023, this requirement had been met.

The ordinance authorizing the issuance of General Obligation Bonds created the Debt Service Fund. All taxes levied and collected for an on account of said bonds are pledged to the Debt Service Fund in amounts authorized by the City Council, but never less than annual maturing interest and principal requirements with the provision that the principal portion will never be less than 2% of the outstanding principal amount. At September 30, 2023, this requirement had been met.

Compensated absences are typically liquidated by the fund to which they relate.

Subscription Based Information Technology Arrangements (SBITAS)

The City has entered into multiple SBITAs that allow the right-to-use the SBITA vendor's information technology software over the subscription term. The City is required to make monthly or annual payments at its incremental borrowing rate or the interest rate stated or implied within the SBITAs. The SBITA rate, term and ending subscription liability are as follows:

	Interest Rate(s)	Liability at Commencement	SBITA Term in Years	Ending Balance
Governmental activities				
Software	3.4-4.0%	\$ 1,440,192	5	\$ 1,058,729
Total governmental activities				\$ 1,058,729

The future principal and interest SBITA payments as of fiscal year end are as follows:

Fiscal Year Ending	Principal	Interest	Total
2024	\$ 347,860	\$ 38,327	\$ 386,187
2025	362,714	25,686	388,400
2026	304,813	12,658	317,471
2027	43,342	1,734	45,076
Total governmental activities	\$ 1,058,729	\$ 78,405	\$ 1,137,134

The value of the subscription assets as of the end of the current fiscal year was \$2,279,880 and had accumulated amortization of \$245,264.

Note 8. Water and Sewer Contract

On July 19, 2010, the City entered into a contract with the City of Fort Worth, Texas, for the purchase of treated water to be effective January 1, 2011, and to expire on September 30, 2031. This contract requires the City to pay varying amounts based on annual consumption rates established under the terms of the contract. During fiscal year 2023, the City purchased \$5,195,941 of treated water under the terms of this contract.

In 1987, the City entered a contract with the City of Fort Worth, Texas, for the transportation, treatment, and disposal of sanitary sewage. Under the terms of the contract, the City is required to make payments for sewage actually discharged based on rates and charges determined on an annual basis under the terms of the contract. During fiscal year 2023, the City paid \$4,713,782 for the treatment and disposal of sanitary sewage under the terms of this contract.

Note 9. Employees' Retirement System

Texas Municipal Retirement System

Plan Description. The City participates as one of 919 plans in the defined benefit cash-balance plan administered by the Texas Municipal Retirement System (TMRS). TMRS is a statewide public retirement plan created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for employees of Texas participating cities. The TMRS Act places the general administration and management of TMRS with a six-member, Governor-appointed Board of Trustees; however, TMRS is not fiscally dependent on the State of Texas. TMRS issues a publicly available Annual Comprehensive Financial Report (Annual Report) that can be obtained at [tmrs.com](https://www.tmrstexas.com).

All eligible employees of the City are required to participate in TMRS.

Benefits Provided. TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the Member’s benefit is calculated based on the sum of the Member’s contributions, with interest, and the city-financed monetary credits with interest. The retiring Member may select one of seven monthly benefit payment options. Members may also choose to receive a portion of their benefit as a lump sum distribution in an amount equal to 12, 24 or 36 monthly payments, which cannot exceed 75% of the total Member contributions and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS and within the actuarial constraints also in the statutes. Plan provisions for the City are as follows:

Employee deposit rate	7%
Matching ratio (city to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years to any age, 5 years at age 60 and above
Updated service credit	100% Repeating, Transfers
Annuity increase to retirees	70% of CPI Repeating

Employees Covered by Benefit Terms. At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	201
Inactive employees entitled to but not yet receiving benefits	211
Active employees	<u>393</u>
Total	<u><u>805</u></u>

Contributions. Member contribution rates in TMRS are either 5%, 6% or 7% of the Member’s total compensation, and the City matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The City’s contribution rate is based on the liabilities created from the benefit plan options selected by the City and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual compensation during the fiscal year. The contribution rates for the City were 16.64% and 17.70% in calendar years 2022 and 2023, respectively. The City’s contributions to TMRS for the year ended September 30, 2023, were \$6,037,858, and were equal to the required contributions.

Net Pension Liability. The City’s Net Pension Liability (NPL) was measured as of December 31, 2022, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Within the governmental activities, the General Fund generally liquidates the net pension liability. In the business-type activities, the net pension liability is liquidated by the Utility Fund.

Actuarial Assumptions. The Total Pension Liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4- year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. The assumptions were adopted in 2019 and first used in the December 31, 2019, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2023 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate if Return (Arithmetic)</u>
Global Public Equity	35.00%	7.70%
Core Fixed Income	6.00%	4.90%
Non-Core Fixed Income	20.00%	8.70%
Other Public and Private Markets	12.00%	8.10%
Real Estate	12.00%	5.80%
Hedge Funds	5.00%	6.90%
Private Equity	<u>10.00%</u>	11.80%
Total	<u><u>100.00%</u></u>	

Discount Rate. The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

		Increase (Decrease)	
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2021	\$ 133,096,533	\$ 118,704,251	\$ 14,392,282
Changes for the year:			
Service cost	5,695,227	-	5,695,227
Interest	9,002,871	-	9,002,871
Difference between expected and actual experience	2,790,245	-	2,790,245
Changes of assumptions	-	-	-
Contributions - employer	-	5,225,616	(5,225,616)
Contributions - employee	-	2,197,717	(2,197,717)
Net investment income	-	(8,677,016)	8,677,016
Benefit payments, including refunds of employee contributions	(5,136,560)	(5,136,560)	-
Administrative expense	-	(74,982)	74,982
Other changes	-	89,477	(89,477)
Net changes	12,351,783	(6,375,748)	18,727,531
Balance at 12/31/2022	\$ 145,448,316	\$ 112,328,503	\$ 33,119,813

Sensitivity of the Net Pension Liability to Changes in the Discount Rate. The following presents the Net Pension Liability of the City, calculated using the discount rate of 6.75%, as well as what the City's Net Pension Liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$ 56,016,671	\$ 33,119,813	\$ 14,606,273

Pension Plan Fiduciary Net Position. Detailed information about the pension plan's Fiduciary Net Position is available in the Schedule of Changes in Fiduciary Net Position, by Participating City. That report may be obtained at trms.com.

Pension Expense and Deferred Outflows and Inflows of Resources and Deferred Inflows of Resources Related to Pensions. For the year ended September 30, 2023, the City recognized pension expense of \$8,195,775. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 4,634,781	\$ -
Changes in actuarial assumptions	63,332	-
Difference between projected and actual investment earnings	7,723,700	-
Contributions subsequent to the measurement date	4,498,180	-
Total	\$ 16,919,993	\$ -

\$4,498,180 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability for the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2024	\$ 2,116,148
2025	3,331,465
2026	3,114,534
2027	3,859,666

Note 10. Other Post-Employment Benefit Plans

A. TMRS Supplemental Death Benefits Fund

Plan Description. The City participates in a single employer, defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund (SDBF) administered by the Texas Municipal Retirement System (TMRS). The SDBF covers both active and retiree benefits with no segregation of assets, and therefore doesn’t meet the definition of a trust under GASB No. 75 (i.e., no assets are accumulated for OPEB) and as such the SDBF is considered to be an unfunded OPEB plan.

The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The city may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The city contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Benefits Provided. The death benefit for active employees provides a lump-sum payment approximately equal to the employee’s annual salary (calculated based on the employee’s actual earnings, for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and is a fixed amount of \$7,500.

Employees Covered by Benefit Terms. At the December 31, 2022 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently recieveing benefits	148
Inactive employees entitled to but not yet receiving benefits	59
Active employees	<u>393</u>
Total	<u><u>600</u></u>

Total OPEB Liability. The City’s total OPEB liability of \$824,987 was measured as of December 31, 2022, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions. The total OPEB liability in the December 31, 2022 actuarial valuation was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	2.50% per annum
Discount rate	4.05%
Actuarial cost method	Entry Age Normal Method
Projected salary increase	3.50% to 11.50% including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct 2019 Municipal Retirees of Texas mortality tables and due to the size of the City, rates are multiplied by an additional factor of 100%. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the mortality tables for healthy retirees is used with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate is applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor. Mortality rates for pre-retirement were based on the PUB (10) mortality tables, with the Public Safety table used for males and General Employee table used for females. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements.

Discount Rate. The discount rate used to measure the total OPEB liability was 1.84%. The discount rate was based on Fidelity Index's "20-Year Municipal GO AA Index" rate as of the measurement date.

Discount Rate Sensitivity Analysis. The following presents the total OPEB liability of the City, calculated using the discount rate of 4.05%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage-point lower (3.05%) or 1-percentage-point higher (5.05%) than the current rate:

	<u>1% Decrease in Discount Rate (3.05%)</u>	<u>Discount Rate (4.05%)</u>	<u>1% Increase in Discount Rate (5.05%)</u>
Total OPEB Liability	\$ 1,006,811	\$ 824,987	\$ 686,024

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB. For the year ended September 30, 2023, the City recognized OPEB expense of \$75,260. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Balance at 12/31/2021	\$ 1,223,599
Changes for the year:	
Service cost	78,490
Interest	23,092
Difference between expected and actual experience	(3,076)
Changes of assumptions	(481,420)
Benefit payments	<u>(15,698)</u>
Net changes	<u>(398,612)</u>
Balance at 12/31/2022	<u>\$ 824,987</u>

At September 30, 2023, the City reported deferred outflows and inflows of resources related to other post-employment benefits from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ -	\$ 30,419
Changes in actuarial assumptions	188,665	421,905
Contributions subsequent to the measurement date	15,449	-
Total	\$ 204,114	\$ 452,324

\$15,449 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Total OPEB Liability for the measurement year ending December 31, 2023 (i.e., recognized in the City's financial statements for the year ended September 30, 2024). Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ended September 30,	Amount
2024	\$ (29,214)
2025	(32,294)
2026	(35,976)
2027	(55,478)
2028	(72,745)
Thereafter	(37,952)

B. Post-Retirement Healthcare Benefits

Plan Description. The City offers its retired employees health insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and it has the authority to establish and amend the benefit terms and financing arrangements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Benefits Provided. To be eligible for this employer-provided subsidy, a participant must be at least age fifty-eight (58) and have at least twenty (20) or more years of service with the City. Eligible retirees may elect coverage that will include the same healthcare options offered to regular full-time employees at the same cost that the City pays for active employees. Retirees pay the same rate for coverage as employees pay if they are electing dependent coverage. Benefits commence at the first of the month following the day of retirement if the employee elects retiree or dependent coverage (at retiree's cost).

If an active employee passes away, the spouse and dependents will become eligible for retiree coverage if (1) the employee was eligible for retirement as defined by TMRS; and (2) the employee had dependent coverage at the time of death. The surviving spouse will continue to receive the benefits of the retiree health insurance program, at the rate charged for retiree only. If dependent children are already on the plan at the time of the retiree's death, the spouse may continue to cover the children (at retiree's spouse's cost).

Retirees are eligible for medical and prescription insurance until they become Medicare eligible. Since retirees pay the full premium for all other OPEB benefits (dental and vision), no liability is included in this valuation as no implicit subsidy exists for these benefits.

The number of employees currently covered by the benefit terms is as follows:

Inactive employees or beneficiaries currently receiving benefits	9
Active employees	<u>370</u>
Total	<u><u>379</u></u>

Actuarial Assumptions. The Total OPEB Liability in the October 1, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation rate	2.50% per annum
Salary increases	2.50% per annum
Discount rate	4.87%
Actuarial cost method	Entry Age Normal Method
Healthcare cost trend rates	6.80% initial medical trend rate for pre-65 retirees decreasing to an ultimate rate of 4.14% in the year 2041

Mortality rates were updated and are based upon the sex distinct PUB 2010 general employee mortality table with mortality improvement scale MP-2021. Per capita costs for Pre-65 retirees were derived based upon the fully insured rates on a retiree-only experience basis. Medicare eligible retirees are assumed to rescind the City's plan and take Medicare coverage. Any Medicare Part D subsidy was not reflected in the estimate. The participation rate for future retirees is based upon years of service at retirement. Any participant that retires prior to age 50 is assumed to waive the City's healthcare plan. For any future retiree assumed to elect retiree healthcare, their spouse is assumed to waive coverage. 40% of retirees are assumed to drop coverage at the time the employer subsidy ends. The per capita claims costs include a 7% load for administrative expenses and a 10% load for stop loss premiums where both are assumed to escalate with the healthcare trend rates each year.

Discount Rate. The discount rate of 4.87% is based upon the yield of 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The other financial assumptions for long-term inflation, payroll growth, and salary scale were taken from the TMRS actuary study. The per capita claims costs and how these costs are expected to escalate in the future were set by IPS Advisors who develop the funding rates.

Discount Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the discount rate used was 1% less than and 1% greater than the discount rate that was used (4.87%) in measuring the Total OPEB Liability.

	<u>1% Decrease in Discount Rate (3.87%)</u>	<u>Discount Rate (4.87%)</u>	<u>1% Increase in Discount Rate (5.87%)</u>
Total OPEB Liability	\$ 5,161,333	\$ 4,763,830	\$ 4,404,626

Healthcare Cost Trend Rate Sensitivity Analysis. The following schedule shows the impact of the Total OPEB Liability if the healthcare cost trend rate used was 1% less than and 1% greater than the rate that was used (6.80%) in measuring the Total OPEB Liability.

	<u>1% Decrease in Rate</u>	<u>Healthcare Cost Trend Rate</u>	<u>1% Increase in Rate</u>
Total OPEB Liability	\$ 4,239,261	\$ 4,763,830	\$ 5,388,161

OPEB Liabilities, OPEB Expense, and Deferred Outflows of Resources Related to OPEBs. At September 30, 2023, the City reported a liability of \$4,763,830 for its Total OPEB Liability for this plan. The Total OPEB Liability was determined by an actuarial valuation as of October 1, 2022. For the year ended September 30, 2023, the City recognized OPEB expense of \$483,393. There were no changes of benefit terms that affected measurement of the Total OPEB Liability during the measurement period.

Within the governmental activities, the General Fund generally liquidates the total OPEB liability. In the business-type activities, the total OPEB liability is liquidated by the Utility Fund.

Changes in the Total OPEB Liability

	Total OPEB Liability
Balance at 9/30/2022	\$ 4,491,311
Changes for the year:	
Service cost	182,227
Interest	220,783
Difference between expected and actual experience	-
Changes of assumptions	(40,566)
Benefit payments	(89,925)
Net changes	272,519
Balance at 9/30/2023	\$ 4,763,830

At September 30, 2023, the City reported deferred outflows and inflows of resources related to this OPEB plan from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 166,694	\$ 414,440
Changes in actuarial assumptions	283,678	126,212
Total	\$ 450,372	\$ 540,652

Amounts reported as deferred outflows and inflows of resources related to this OPEB plan will be recognized in OPEB expense as follows:

For the Year Ended September 30,	Amount
2024	\$ 80,385
2025	43,747
2026	(4,530)
2027	(81,917)
2028	(67,270)
Thereafter	(60,695)

Note 11. Deferred Compensation Plan

The City participates in a deferred compensation plan which falls under Internal Revenue Code Section 457. Virtually all employees are eligible to participate in the plan. The deferred compensation plan allows the deferral of individual federal income taxes until funds are withdrawn. Funds may be withdrawn at termination, retirement, death or unforeseeable emergency. During the fiscal year 2023, employers or employees through salary reductions may contribute up to the limit of \$22,500 compensation on behalf of the participant under this plan. Employees age 50 or older may contribute up to an additional \$7,500, for a total of \$30,000. Employees taking advantage of the special pre-retirement catch-up allow the participant for three years prior to the normal retirement age, as specific in the plan, to contribute the less of: the elective deferral limit (\$22,500 in fiscal year 2023, \$20,500 in 2022, and \$19,500 in 2021 and 2020), the basic annual limit plus the amount of the basic limit not used in previous fiscal years (if not using age 50 or over catch-up contributions. In accordance with GASB 97, the plan is not recorded in the City's financial statements.

Note 12. Commitments and Contingencies

A. Contingencies

The City is a defendant in certain pending litigation. In the opinion of management, the potential claims against the City not covered by insurance would not materially affect the financial statements of the City.

The City has participated in a number of state and federally assisted grant programs. These programs were subject to financial and compliance audits by the grantors or their representatives, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits it not believed to be material.

B. Construction Commitments

The City has active construction projects as of September 30, 2023. At year-end, the City has \$3,632,908 of outstanding construction commitments.

C. Encumbrances

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year-end, the encumbrances expected to be honored upon performance by the vendor in the next year were as follows:

<u>Fund</u>	<u>Amount</u>
General	\$ 1,210,167
Bond-Funded capital projects	23,255,738
COVID relief grants	2,284,224
Nonmajor governmental	2,272,729
Water & wastewater	726,589
Nonmajor enterprise	67,535
Internal service funds	<u>908,511</u>
Total	<u>\$ 30,725,493</u>

Note 13. Risk Management

The City is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees and natural disasters. The City has purchased commercial insurance to cover these general liabilities from the Texas Municipal League, a non-public entity risk pool. As an insured party, the City is not obligated to reimburse the pool for losses. The TML risk pool is self-sustaining through annual member premiums and stop loss reinsurance coverage through various commercial insurers for excess claims. There were no significant reductions in coverage in the past fiscal year and there were no settlements exceeding insurance coverage in each of the past three fiscal years. Any losses reported, but unsettled or incurred and not reported, are believed to be insignificant to the City’s financial statements.

The City offers health coverage to its employees and retirees in a managed care plan administered by United Health Care and funded by the City with both employee and City contributions. The City retains risk for up to \$125,000 per covered enrollee per year and up to 120% of the total expected medical and Rx claims per period benefit, and transfers risk in excess of these amounts to a reinsurer. The City’s operating funds are charged with premiums for coverage provided by the Human Resources department based on approved annual budgets with adjustments based on estimates of the amounts needed to pay prior and current year claims. These interfund premiums are used to reduce the amount of actual expenditures.

Note 14. Tax Abatements

The City enters into economic development agreements subject to the Burleson Economic Development Incentives Program adopted in 1993. Abatement incentives are provided in accordance with Chapter 312 of the Texas Tax Code.

- For the fiscal year ended September 30, 2023, the property tax abatement agreement with Jam Real Property provides a 75% tax abatement for 7 years, beginning in 2018 for development of a restaurant distribution facility. In fiscal year 2023, this agreement resulted in abated property taxes of \$5,948.
- For the fiscal year ended September 30, 2023, the property tax abatement agreement in place with McLane Burleson Properties provides an 80% tax abatement for 10 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2023, this agreement resulted in abated property taxes of \$135,817.
- For the fiscal year ended September 30, 2023, the property tax abatement agreement in place with Golden State Foods provides a 75% tax abatement for 7 years, beginning in 2020 for development of a restaurant distribution facility. In fiscal year 2023, this agreement resulted in abated property taxes of \$474,207.

Other incentives are provided according to Chapter 380 of the Texas Local Government Code. These consist of incentives tied to a percentage of property taxes paid, a percentage of sales taxes generated, or some other metric such as employment. The agreements are presented here in aggregate.

- Property tax rebate incentives – \$626,277.
- Sales tax rebate incentives – \$329,913.
- Grant payments for meeting other performance targets – \$1,156,250.

THE CITY OF
BURLESON
TEXAS

Required Supplementary Information

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas
General Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit D-1
(Page 1 of 2)

	Budgeted Amounts		Actual Amounts	Variance -
	Original	Final	GAAP Basis	Positive (Negative)
REVENUES				
Property taxes	\$ 24,609,241	\$ 24,775,000	\$ 23,636,639	\$ (1,138,361)
Sales and use taxes	14,415,784	14,946,030	14,902,992	(43,038)
Franchise fees	3,627,605	3,949,556	3,951,760	2,204
Licenses and permits	2,063,850	1,434,000	1,432,439	(1,561)
Intergovernmental	1,144,081	1,107,131	1,090,960	(16,171)
Charges for services	4,024,800	3,879,970	4,045,846	165,876
Fines	1,092,315	900,000	827,119	(72,881)
Investment income	325,000	750,000	994,899	244,899
Miscellaneous	1,004,780	1,005,225	766,216	(239,009)
Total revenues	52,307,456	52,746,912	51,648,870	(1,098,042)
EXPENDITURES				
General government:				
City Council	140,248	147,030	135,599	11,431
City Manager's office	792,739	1,009,883	853,956	155,927
Legal	581,761	591,784	567,689	24,095
City Secretary's office	912,854	810,487	737,109	73,378
Records management	120,447	114,178	109,951	4,227
Judicial	107,944	115,614	133,634	(18,020)
Communications	696,193	554,698	557,895	(3,197)
Human resources	1,116,961	1,267,694	1,203,854	63,840
Finance	2,144,725	2,286,752	2,391,107	(104,355)
Purchasing	520,088	462,216	501,299	(39,083)
Non-Departmental	(1,905,323)	325,265	732,025	(406,760)
Total general government	5,228,637	7,685,601	7,924,118	(238,517)
Public safety:				
Police	16,484,901	17,227,904	17,535,632	(307,728)
Fire	10,205,336	10,619,061	10,706,323	(87,262)
Public Safety Communications	2,157,499	2,220,268	2,171,159	49,109
Municipal Court	431,347	355,319	372,424	(17,105)
Marshals service	376,459	237,016	223,125	13,891
Total public safety	29,655,542	30,659,568	31,008,663	(349,095)
Public works:				
Public works administration	1,142,907	1,189,984	1,133,854	56,130
Street drainage maintenance	652,926	527,928	483,924	44,004
Streets pavement maintenance	3,443,516	3,762,405	2,830,511	931,894
Traffic control maintenance	1,023,050	997,724	819,031	178,693
Engineering/capital	201,206	9,788	(1)	9,789
Engineering/development	1,012,027	1,003,952	685,621	318,331
Engineering/inspections	311,544	455,998	408,763	47,235
Facilities maintenance	916,955	964,482	1,011,314	(46,832)
Total public works	8,704,131	8,912,261	7,373,017	1,539,244

City of Burleson, Texas
General Fund
Budgetary Comparison Schedule - Continued
For the Year Ended September 30, 2023

Exhibit D-1
(Page 2 of 2)

	Budgeted Amounts		Actual Amounts	Variance -
	Original	Final	GAAP Basis	Positive (Negative)
Community development:				
Neighborhood services	\$ 218,548	\$ 234,272	\$ 249,136	\$ (14,864)
Environmental services	334,167	322,422	306,885	15,537
Animal services	695,903	675,262	657,414	17,848
Code enforcement	407,996	396,725	378,877	17,848
Building inspections	950,000	917,716	903,183	14,533
Economic development	1,200,000	1,888,814	1,888,840	(26)
Community development	571,234	536,184	512,682	23,502
Development services	361,509	356,394	350,576	5,818
Total community development	4,739,357	5,327,789	5,247,593	80,196
Parks and recreation:				
Parks	1,641,499	1,700,458	1,743,164	(42,706)
Parks and recreation administration	55,796	-	-	-
ROW Maintenance	206,588	462,363	405,938	56,425
Special Events	65,949	-	-	-
Total parks and recreation	1,969,832	2,162,821	2,149,102	13,719
Library:				
Senior citizens center	238,080	267,313	264,087	3,226
Library	1,473,491	1,433,919	1,424,482	9,437
Total Library	1,711,571	1,701,232	1,688,569	12,663
Capital outlay	294,995	486,607	187,026	299,581
Debt service:				
Principal retirement	61,973	61,973	61,975	(2)
Interest and fiscal agent charges	14,031	14,031	14,031	-
Total debt service	76,004	76,004	76,006	(2)
Total expenditures	52,380,069	57,011,883	55,654,094	1,344,070
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(72,613)	(4,264,971)	(4,005,224)	246,028
OTHER FINANCING SOURCES (USES)				
Transfers in	843,641	854,238	854,238	-
Transfers out	(2,946,381)	(438,255)	(277,579)	(160,676)
Total other financing sources (uses)	(2,102,740)	415,983	576,659	(160,676)
NET CHANGE IN FUND BALANCE	(2,175,353)	(3,848,988)	(3,428,565)	85,352
FUND BALANCES - BEGINNING	21,924,165	21,924,165	21,924,165	-
FUND BALANCES - ENDING	<u>\$ 19,748,812</u>	<u>\$ 18,075,177</u>	<u>\$ 18,495,600</u>	<u>\$ 85,352</u>

City of Burleson, Texas

Notes to Required Supplementary Information

Budgetary Schedule

For the Year Ended September 30, 2023

BUDGETARY INFORMATION - The City follows these procedures annually in establishing the budgetary data reflected in the budgetary comparison schedules:

1. The City Manager submits to the City Council a proposed budget for the fiscal year commencing the following October 1st. The budget includes proposed expenditures and the means of financing them.
2. The City Council reviews the proposed budget at specially scheduled sessions, which are open to the public. The Council also conducts a public hearing on the proposed budget to obtain comments from interested persons.
3. Prior to October 1st, the budget is legally adopted through passage of an ordinance. This budget is reported as the Original Budget in the budgetary comparison schedules.
4. During the fiscal year, changes to the adopted budget may be authorized as follows:
 - a. Items requiring City Council action – appropriation of fund balance commitments; transfers of appropriations between funds; transfers between departments within funds; new interfund loans or advances; and creation of new capital projects or increases to existing capital projects.
 - b. Items delegated to the City Manager – transfers within departments.
5. Annual budget is legally adopted and amended as required for the General Fund, the following special revenue funds: the BCSDC Special Revenue Fund, the 4A Corp Special Revenue Fund, the Parks Performance Fund, the Hotel/Motel Fund, the TIF 2 Fund, and the Municipal Court Fund. Project-length budgets are adopted for the capital project funds. All budgets are prepared on a budgetary basis, and budgetary comparisons for the general and major special revenue funds are presented on this basis in the required supplementary information. A debt service payment schedule for the debt service funds is also approved as part of the budget process. The budget is based on the modified accrual basis of accounting with the exception of certain non-cash expenditure accruals, which are not budgeted.
6. Budget amounts are reflected after all authorized amendments and revisions. This budget is reported as the Final Budget in the budgetary comparison schedules.
7. For each legally adopted operating budget, expenditures should not exceed budgeted appropriations at the fund level. Encumbrance accounting, under which purchase orders, contracts, and the other commitments are recorded to reserve the applicable appropriations, is employed in governmental funds. The City does, however, honor the contracts represented by year-end encumbrances and the subsequent year's appropriations provide authority to complete these transactions.

City of Burleson, Texas
Schedule of Changes in Net Pension Liability and
Related Ratios - Texas Municipal Retirement System
For the Year Ended September 30, 2023

Plan Year	2014	2015	2016
A. Total Pension Liability			
Service Cost	\$ 2,909,890	\$ 3,299,052	\$ 3,628,862
Interest (on the Total Pension Liability)	4,907,692	5,311,694	5,536,081
Difference between expected and actual experience	(42,330)	96,222	324,293
Change of assumptions	-	(200,754)	-
Benefit payments, including refunds of employee contributions	(2,232,107)	(2,164,637)	(2,908,249)
Net change in total pension liability	5,543,145	6,341,577	6,580,987
Total pension liability - beginning	69,770,993	75,314,138	81,655,715
Total pension liability - ending (a)	75,314,138	81,655,715	88,236,702
B. Plan Fiduciary Net Position			
Contributions - employer	\$ 2,850,708	\$ 2,973,435	\$ 3,195,301
Contributions - employee	1,288,039	1,364,856	1,459,887
Net investment income	3,172,873	89,281	4,240,199
Benefit payments, including refunds of employee contributions	(2,232,107)	(2,164,637)	(2,908,249)
Administrative expenses	(33,119)	(54,372)	(47,857)
Other	(2,723)	(2,684)	(2,578)
Net change in plan fiduciary net position	5,043,671	2,205,879	5,936,703
Plan fiduciary net position - beginning	55,452,334	60,496,005	62,701,884
Plan fiduciary net position - ending (b)	60,496,005	62,701,884	68,638,587
C. Net Pension Liability - Ending (a) - (b)	\$ 14,818,133	\$ 18,953,831	\$ 19,598,115
D. Plan Fiduciary Net Position as a Percentage of Total Pension Liability	80.32%	76.79%	77.79%
E. Covered Payroll	\$ 18,400,559	\$ 19,497,945	\$ 20,855,530
F. Net Pension Liability as a Percentage of Covered Payroll	80.53%	97.21%	93.97%

Notes to Schedule:

10 years of information is required to be provided in this schedule, but information prior to 2014 is not available.

Exhibit D-2

2017	2018	2019	2020	2021	2022
\$ 3,745,062	\$ 3,887,921	\$ 4,309,779	\$ 4,785,763	\$ 5,012,736	\$ 5,695,227
5,991,443	6,464,469	6,966,885	7,567,698	8,224,864	9,002,871
34,315	37,485	658,640	1,555,110	2,834,678	2,790,245
-	-	364,920	-	-	-
<u>(2,694,216)</u>	<u>(2,974,711)</u>	<u>(3,340,504)</u>	<u>(3,934,066)</u>	<u>(4,638,440)</u>	<u>(5,136,560)</u>
7,076,604	7,415,164	8,959,720	9,974,505	11,433,838	12,351,783
<u>88,236,702</u>	<u>95,313,306</u>	<u>102,728,470</u>	<u>111,688,190</u>	<u>121,662,695</u>	<u>133,096,533</u>
<u>95,313,306</u>	<u>102,728,470</u>	<u>111,688,190</u>	<u>121,662,695</u>	<u>133,096,533</u>	<u>145,448,316</u>
\$ 3,326,528	\$ 3,446,107	\$ 3,812,900	\$ 4,144,156	\$ 4,434,554	\$ 5,225,616
1,510,106	1,565,006	1,732,309	1,875,187	1,936,487	2,197,717
9,518,399	(2,405,770)	12,355,867	7,166,812	13,511,620	(8,677,016)
(2,694,216)	(2,974,711)	(3,340,504)	(3,934,066)	(4,638,440)	(5,136,560)
(49,301)	(46,457)	(69,735)	(46,326)	(62,444)	(74,981)
<u>(2,499)</u>	<u>(2,430)</u>	<u>(2,096)</u>	<u>(1,807)</u>	<u>428</u>	<u>89,476</u>
11,609,017	(418,255)	14,488,741	9,203,956	15,182,205	(6,375,748)
<u>68,638,587</u>	<u>80,247,604</u>	<u>79,829,349</u>	<u>94,318,090</u>	<u>103,522,046</u>	<u>118,704,251</u>
<u>80,247,604</u>	<u>79,829,349</u>	<u>94,318,090</u>	<u>103,522,046</u>	<u>118,704,251</u>	<u>112,328,503</u>
<u>\$ 15,065,702</u>	<u>\$ 22,899,121</u>	<u>\$ 17,370,100</u>	<u>\$ 18,140,649</u>	<u>\$ 14,392,282</u>	<u>\$ 33,119,813</u>
84.19%	77.71%	84.45%	85.09%	89.19%	77.23%
\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104	\$ 31,395,959
69.84%	102.42%	70.33%	67.74%	52.03%	105.49%

City of Burleson, Texas
Schedule of Pension Contributions
Texas Municipal Retirement System
For The Year Ended September 30, 2023

Fiscal Year	2014	2015	2016
Actuarial determined contribution	\$ 2,801,196	\$ 2,929,061	\$ 3,290,623
Contributions in relation to the actuarially determined contribution	<u>2,801,196</u>	<u>2,929,061</u>	<u>3,290,623</u>
Contribution deficiency (excess)	-	-	-
Covered payroll	\$ 18,190,435	\$ 19,127,256	\$ 21,503,209
Contributions as a percentage of covered payroll	15.40%	15.31%	15.30%

Notes to Schedule:

Valuation Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	23 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018.

Mortality Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information There were no benefit changes during the year.

Exhibit D-3

2017	2018	2019	2020	2021	2022	2023
\$ 3,270,142	\$ 3,413,058	\$ 3,710,515	\$ 4,023,849	\$ 4,144,156	\$ 4,434,554	\$ 5,225,616
<u>3,270,142</u>	<u>3,413,058</u>	<u>3,710,515</u>	<u>4,023,849</u>	<u>4,144,156</u>	<u>4,434,554</u>	<u>5,225,616</u>
-	-	-	-	-	-	-
\$ 21,235,212	\$ 21,235,212	\$ 24,033,514	\$ 26,033,943	\$ 26,780,992	\$ 27,664,104	\$ 34,804,970
15.40%	16.07%	15.44%	15.46%	15.47%	16.03%	15.01%

City of Burleson, Texas

Exhibit D-4

Schedule of Changes In Total OPEB Liability and Related Ratios - Texas Municipal Retirement System – Supplemental Death Benefits Fund For the Year Ended September 30, 2023

Plan Year Ended December 31,	2017	2018	2019	2020	2021	2022
A. Total OPEB Liability						
Service Cost	\$ 32,359	\$ 40,243	\$ 37,047	\$ 53,562	\$ 71,927	\$ 78,490
Interest (on the Total OPEB Liability)	22,672	23,726	26,040	24,950	23,003	23,092
Difference between expected and actual experience	-	(15,410)	(17,286)	(4,333)	(21,562)	(3,076)
Change of assumptions	62,411	(57,141)	156,463	169,132	42,939	(481,420)
Benefit payments, including refunds of employee contributions	(4,315)	(4,471)	(4,940)	(5,356)	(13,832)	(15,698)
Net change in total OPEB liability	113,127	(13,053)	197,324	237,955	102,475	(398,612)
Total OPEB liability - beginning	585,771	698,898	685,845	883,169	1,121,124	1,223,599
Total OPEB liability - ending	698,898	685,845	883,169	1,121,124	1,223,599	824,987
B. Covered Payroll	\$ 21,572,943	\$ 22,357,225	\$ 24,697,874	\$ 26,780,992	\$ 27,664,104	\$ 31,395,959
C. Total OPEB Liability as a Percentage of Covered Payroll	3.24%	3.07%	3.58%	4.19%	4.42%	2.63%

Notes to Schedule:

This schedule is required to have 10 years of information, but information prior to 2017 is not available.

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

City of Burleson, Texas

Exhibit D-5

Schedule of Changes In Total OPEB Liability and Related Ratios - Retiree Health Care Benefit Plan For the Year Ended September 30, 2023

Measurement Date September 30,	2018	2019	2020	2021	2022	2023
A. Total OPEB Liability						
Service Cost	\$ 148,455	\$ 152,883	\$ 152,373	\$ 214,854	\$ 221,335	\$ 182,225
Interest (on the Total OPEB Liability)	118,786	128,811	139,215	101,983	107,463	220,783
Difference between expected and actual experience	326,732	-	141,692	-	(552,588)	-
Change of assumptions	256,399	52,121	541,708	(102,528)	(45,996)	(40,566)
Benefit payments	(83,018)	(42,529)	-	(37,819)	14,999	(89,925)
Net change in total OPEB liability	767,354	291,286	974,988	176,490	(254,787)	272,517
Total OPEB liability - beginning	2,535,980	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311
Total OPEB liability - ending	3,303,334	3,594,620	4,569,608	4,746,098	4,491,311	4,763,828
B. Covered-Employee Payroll						
	\$ 18,416,233	\$ 22,342,123	\$ 22,779,945	\$ 26,486,753	\$ 27,030,000	\$ 30,328,507
C. Total OPEB Liability as a Percentage of Covered-Employee Payroll						
	17.94%	16.09%	20.06%	17.92%	16.62%	15.71%

Notes to Schedule:

No assets are accumulated in a trust for the retiree health care plan to pay related benefits that meets the criteria in paragraph 4 of GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions.

This schedule is required to have 10 years of information, but information prior to 2018 is not available.

THE CITY OF
BURLESON
TEXAS

Other Supplementary Information

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Combining Financial Statements

Nonmajor Governmental Funds

Special Revenue Funds

Special Revenue Funds are used by the City to account for revenues derived from specific taxes, fees, donations, and grants which are designated to finance particular functions or activities of the City. The City has eight nonmajor special revenue funds which include:

The **Burleson Community Services Development Corporation (BCSDC) Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson Community Services Development Corporation.

The **4A Corp Special Revenue Fund** is used to account for the half cent sales tax collected to fund the activities of Burleson 4A Economic Development Corporation.

The **Parks Performance Fund** is used to account for the operation of the City's recreational facilities that derive a large portion of their support from user fees. These include the Burleson Recreation Center, Chisenhall Fields and Hidden Creek Softball Complex.

The **Hotel/Motel Tax Fund** – This fund is used to account for the receipts and allocation of the City's 7% room occupancy tax imposed on the rental of hotel/motel rooms located within the corporate city limits and extraterritorial jurisdiction of the City. These funds are used to promote tourism, conventions, and related activities within the City.

The **Grants Fund** – This fund accounts for various miscellaneous grants from federal, state or local governments.

The **Tax Increment Financing District (TIF) 2 Fund** – This fund accounts for the activity of the City's TIF. Revenues collected are primarily interlocal property tax increment funding. A TIF is a public financial method used as a subsidy for development and community improvement projects.

The **Municipal Court Fund** – This fund accounts for the Municipal Court fees assessed that are legally restricted to the purchase/maintenance of the Court's technology enhancements, Court security, improving the collections of court fees, and funding a portion of the juvenile case manager position.

The **Other Special Revenue Fund** – This fund accounts for the proceeds of other specific revenue sources that are legally restricted or committed to expenditures for specified purposes. Traffic safety, public safety, public works, culture and recreation, economic incentive funds, PEG fund, and PID funds are included under this heading.

Nonmajor Capital Projects Funds

Capital Projects Funds are used to account for capital improvements that are financed by designated resources other than City obligation bonds. The City has four nonmajor capital projects funds which include:

The **Mineral Lease-Funded Capital Projects Fund** is used to account for the acquisition and construction of various capital facilities and is funded by various sales tax revenue and general obligation bonds.

The **4A Economic Development Corporation (EDC) Non-Bond Funded Fund** is a blended component unit of the City. The 4A Corporation administers a ½ cent sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. This special revenue fund accounts for the receipts of the sales tax revenue, and subsequent transfers to the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects.

City of Burleson, Texas

Combining Financial Statements - Continued Nonmajor Governmental Funds

The **BCSDC (4B) Non-Bond Funded Fund** is another component unit of the City. The BCSDC administers ½ cents sales tax. The proceeds of this tax are used to pay debt service on bonds issued for various capital improvements. The special revenue accounts for the receipt of the sales tax revenue, and subsequent transfer of the debt service fund. Funds in excess of debt service requirements are utilized on authorized capital projects and to subsidize the Parks Performance Special Revenue Fund and the Golf Course Fund operations.

The **Street Paving Trust Fund** is used to account for funds deposited by developers in lieu of constructing public facilities such as streets and drainage.

The **Miscellaneous Non-Bond Funded Fund** includes the Park Dedication subfund and the miscellaneous non-bond funded capital project subfunds. These subfunds account for the proceeds of other sources of revenue and expenditures for authorized projects.

Debt Service Funds

The City's Debt Service Funds consist of three funds which accounts for the accumulation of financial resources for the payment of principal and interest on the City's general obligation (property and sales tax supported) debt, and which include:

The **General Debt Service Fund** is used to account for the payment of debt supported by ad valorem taxes.

The **4A EDC Debt Service Fund** accounts for receipts of sales tax revenue and payment of debt service.

The **BCSDC (4B) Debt Service Fund** accounts for the receipt of sales tax revenue and payment of debt service.

City of Burleson, Texas
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2023

Exhibit E-1
(Page 1 of 2)

	Special Revenue Funds				
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants
ASSETS					
Cash and investments	\$ 3,945,340	\$ 4,177,040	\$ 437,441	\$ 303,263	\$ 8,074
Receivables:					
Taxes, net	-	-	-	108,813	-
Accounts	1,069	5,757	20,075	350	5,650
Leases	-	433,035	-	-	-
Accrued interest	5,189	4,899	371	360	-
Due from other governments	1,259,595	1,259,595	-	-	-
Due from other funds	174,972	-	-	-	-
Total assets	<u>5,386,165</u>	<u>5,880,326</u>	<u>457,887</u>	<u>412,786</u>	<u>13,724</u>
LIABILITIES					
Current liabilities:					
Accounts payable	33,570	6,718	140,616	8,692	-
Accrued liabilities	12,540	17,603	112,097	-	-
Unearned revenue	-	100	205,174	-	-
Total liabilities	<u>46,110</u>	<u>24,421</u>	<u>457,887</u>	<u>8,692</u>	<u>-</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - leased assets	-	422,508	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>422,508</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for:					
Debt service	-	-	-	-	-
Public safety	-	-	-	-	-
Parks and recreation	-	-	-	-	-
Library	-	-	-	-	-
Economic development	5,340,055	5,433,397	-	-	-
Tourism	-	-	-	404,094	-
Other purposes	-	-	-	-	13,724
Committed for:					
Capital projects	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balances	<u>5,340,055</u>	<u>5,433,397</u>	<u>-</u>	<u>404,094</u>	<u>13,724</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 5,386,165</u>	<u>\$ 5,880,326</u>	<u>\$ 457,887</u>	<u>\$ 412,786</u>	<u>\$ 13,724</u>

City of Burleson, Texas
Nonmajor Governmental Funds
Combining Balance Sheet
September 30, 2023

	Special Revenue Funds			Capital Projects Funds	
	TIF 2	Municipal Court	Other Special Revenue	Mineral Lease Funded Capital Projects	4A EDC Non-bond Funded
ASSETS					
Cash and investments	\$ 348,171	\$ 210,752	\$ 488,418	\$ 816,231	\$ 1,122,169
Receivables:					
Taxes, net	-	-	-	-	-
Accounts	6,363	-	5,813	-	-
Leases	-	-	-	-	-
Accrued interest	435	265	386	948	1,290
Due from other governments	-	-	-	-	-
Due from other funds	-	-	-	-	-
Total assets	<u>354,969</u>	<u>211,017</u>	<u>494,617</u>	<u>817,179</u>	<u>1,123,459</u>
LIABILITIES					
Current liabilities:					
Accounts payable	10,619	228	490	10,320	91,513
Accrued liabilities	4,538	-	62,800	-	-
Unearned revenue	-	-	-	-	-
Total liabilities	<u>15,157</u>	<u>228</u>	<u>63,290</u>	<u>10,320</u>	<u>91,513</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - leased assets	-	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES					
Restricted for:					
Debt service	-	-	-	-	-
Public safety	-	210,789	60,868	-	-
Parks and recreation	-	-	36,682	-	-
Library	-	-	1,685	-	-
Economic development	339,812	-	247,505	-	-
Tourism	-	-	-	-	-
Other purposes	-	-	84,587	-	-
Committed for:					
Capital projects	-	-	-	806,859	1,031,946
Unassigned	-	-	-	-	-
Total fund balances	<u>339,812</u>	<u>210,789</u>	<u>431,327</u>	<u>806,859</u>	<u>1,031,946</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 354,969</u>	<u>\$ 211,017</u>	<u>\$ 494,617</u>	<u>\$ 817,179</u>	<u>\$ 1,123,459</u>

Exhibit E-1
(Page 2 of 2)

Capital Projects Funds			Debt Service Funds			Total Other Governmental Funds
BCSDC 4B Non-bond Funded	Street Paving Trust	Miscellaneous Non-bond Funded	General Debt Service	4A EDC Debt Service	BCSDC 4B Debt Service	
\$ 636,577	\$ 1,932,541	\$ 5,343,647	\$ 4,378,001	\$ 14,287	\$ 119,282	\$ 24,300,484
-	-	-	-	-	-	108,813
-	-	-	-	-	-	45,077
-	-	-	-	-	-	433,035
739	2,244	6,217	5,083	17	139	28,582
-	-	-	-	-	-	2,519,190
-	-	-	1,111,113	-	-	1,286,085
<u>637,316</u>	<u>1,934,785</u>	<u>5,349,864</u>	<u>5,494,197</u>	<u>14,304</u>	<u>119,421</u>	<u>28,721,266</u>
69,130	5,958	227,113	1,820	595	150	626,782
-	-	-	-	-	-	209,578
-	-	-	-	-	-	205,274
<u>69,130</u>	<u>5,958</u>	<u>227,113</u>	<u>1,820</u>	<u>595</u>	<u>150</u>	<u>1,041,634</u>
-	-	-	-	-	-	422,508
-	-	-	-	-	-	422,508
-	-	-	5,492,377	13,709	119,271	5,625,357
-	-	-	-	-	-	271,657
-	-	-	-	-	-	36,682
-	-	-	-	-	-	1,685
-	-	-	-	-	-	11,360,769
-	-	-	-	-	-	404,094
-	-	-	-	-	-	98,311
568,186	1,928,827	5,122,751	-	-	-	9,458,569
-	-	-	-	-	-	-
<u>568,186</u>	<u>1,928,827</u>	<u>5,122,751</u>	<u>5,492,377</u>	<u>13,709</u>	<u>119,271</u>	<u>27,257,124</u>
<u>\$ 637,316</u>	<u>\$ 1,934,785</u>	<u>\$ 5,349,864</u>	<u>\$ 5,494,197</u>	<u>\$ 14,304</u>	<u>\$ 119,421</u>	<u>\$ 28,721,266</u>

THE CITY OF
BURLESON
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City of Burleson, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2023

Exhibit E-2

(Page 1 of 2)

	Special Revenue Funds				
	BCSDC Special Revenue	4A Corp Special Revenue	Parks Performance	Hotel/Motel	Grants
REVENUES					
Property taxes	\$ -	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	7,347,726	7,347,726	-	-	-
Hotel occupancy taxes	-	-	-	583,802	-
Franchise fees	-	-	-	-	-
Charges for services	-	-	2,336,222	-	-
Intergovernmental	-	-	-	-	154,311
Fines	-	-	-	-	-
Contributions and donations	-	-	-	-	-
Investment income	154,235	147,752	14,116	13,318	-
Mineral lease	-	-	-	-	-
Street assessments	-	-	-	-	-
Miscellaneous	41,759	244,061	-	9,400	-
Total revenues	7,543,720	7,739,539	2,350,338	606,520	154,311
EXPENDITURES					
Current:					
General government	-	156,188	-	-	-
Community development	105,609	1,314,258	-	380,048	-
Public safety	-	-	-	-	105,349
Public works	-	-	-	-	-
Library	-	-	-	-	1,793
Parks and recreation	716,026	-	5,327,927	-	-
Debt service:					
Principal retirement	-	-	-	-	-
Interest and fiscal agent charges	-	-	-	-	-
Capital outlay	-	-	167,603	312,337	-
Total expenditures	821,635	1,470,446	5,495,530	692,385	107,142
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	6,722,085	6,269,093	(3,145,192)	(85,865)	47,169
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	-	108,468	-	-	-
Transfers in	-	-	3,145,192	-	-
Transfers out	(7,957,152)	(2,092,675)	-	(530,000)	-
Total other financing sources (uses)	(7,957,152)	(1,984,207)	3,145,192	(530,000)	-
NET CHANGE IN FUND BALANCE	(1,235,067)	4,284,886	-	(615,865)	47,169
FUND BALANCE, BEGINNING	6,575,122	1,148,511	-	1,019,959	(33,445)
FUND BALANCE, ENDING	\$ 5,340,055	\$ 5,433,397	\$ -	\$ 404,094	\$ 13,724

City of Burleson, Texas

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds For the Year Ended September 30, 2023

	Special Revenue Funds			Capital Projects Funds	
	TIF 2	Municipal Court	Other Special Revenue	Mineral Lease Funded Capital Projects	4A EDC Non-bond Funded
REVENUES					
Property taxes	\$ 1,076,556	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	-	-	-	-	-
Hotel occupancy taxes	-	-	-	-	-
Franchise fees	-	-	43,894	-	-
Charges for services	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Fines	-	57,278	-	-	-
Contributions and donations	-	-	76,070	-	-
Investment income	26,970	8,949	11,652	37,841	78,525
Mineral lease	-	-	-	445,507	13,733
Street assessments	-	-	121,551	-	-
Miscellaneous	20,681	-	-	-	-
Total revenues	1,124,207	66,227	253,167	483,348	92,258
EXPENDITURES					
Current:					
General government	-	-	45,063	-	-
Community development	288,990	-	-	-	-
Public safety	207,519	90,929	6,062	-	-
Public works	-	-	21,094	-	-
Library	-	-	11,591	-	-
Parks and recreation	18,588	-	-	27,336	-
Debt service:					
Principal retirement	-	-	-	-	-
Interest and fiscal agent charges	-	-	-	-	-
Capital outlay	449,374	-	-	536,355	5,700,505
Total expenditures	964,471	90,929	83,810	563,691	5,700,505
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	159,736	(24,702)	169,357	(80,343)	(5,608,247)
OTHER FINANCING SOURCES (USES)					
Sale of capital assets	-	-	-	-	-
Transfers in	-	293	-	-	266,169
Transfers out	(811,439)	(293)	-	(98,107)	-
Total other financing sources (uses)	(811,439)	-	-	(98,107)	266,169
NET CHANGE IN FUND BALANCE	(651,703)	(24,702)	169,357	(178,450)	(5,342,078)
FUND BALANCE, BEGINNING	991,515	235,491	261,970	985,309	6,374,024
FUND BALANCE, ENDING	\$ 339,812	\$ 210,789	\$ 431,327	\$ 806,859	\$ 1,031,946

Exhibit E-2
(Page 2 of 2)

Capital Projects Funds			Debt Service Funds			Total Other Governmental Funds
BCSDC 4B Non-bond Funded	Street Paving Trust	Miscellaneous Non-bond Funded	General Debt Service	4A EDC Debt Service	BCSDC 4B Debt Service	
\$ -	\$ -	\$ -	\$ 9,704,713	\$ -	\$ -	\$ 10,781,269
-	-	-	-	-	-	14,695,452
-	-	-	-	-	-	583,802
-	-	-	-	-	-	43,894
-	-	-	-	-	-	2,336,222
-	-	-	-	-	-	154,311
-	-	-	-	-	-	57,278
-	687,483	131,600	-	-	-	895,153
58,756	61,671	264,828	213,422	671	7,222	1,099,928
-	-	-	-	-	-	459,240
-	-	-	-	-	-	121,551
-	-	24,710	-	-	-	340,611
58,756	749,154	421,138	9,918,135	671	7,222	31,568,711
-	-	-	-	-	-	201,251
-	-	-	-	-	-	2,088,905
-	-	-	-	-	-	409,859
-	80,958	598,514	-	-	-	700,566
-	-	-	-	-	-	13,384
-	-	-	-	-	-	6,089,877
-	-	-	5,196,741	1,463,402	1,135,000	7,795,143
-	-	-	2,530,913	364,429	538,030	3,433,372
1,557,844	-	3,116,097	-	-	-	11,840,115
1,557,844	80,958	3,714,611	7,727,654	1,827,831	1,673,030	32,572,472
(1,499,088)	668,196	(3,293,473)	2,190,481	(1,827,160)	(1,665,808)	(1,003,761)
-	-	-	-	-	-	108,468
2,057,444	-	4,063,811	618,942	1,826,506	1,672,631	13,650,988
-	(2,688,307)	(878,007)	-	-	-	(15,055,980)
2,057,444	(2,688,307)	3,185,804	618,942	1,826,506	1,672,631	(1,296,524)
558,356	(2,020,111)	(107,669)	2,809,423	(654)	6,823	(2,300,285)
9,830	3,948,938	5,230,420	2,682,954	14,363	112,448	29,557,409
\$ 568,186	\$ 1,928,827	\$ 5,122,751	\$ 5,492,377	\$ 13,709	\$ 119,271	\$ 27,257,124

City of Burleson, Texas
Debt Service Funds
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

	General Debt Service			Variance
	Original Budget	Final Budget	Actual	Positive (Negative)
REVENUES				
Property taxes and assessments	\$ 8,575,013	\$ 8,575,013	\$ 9,704,713	\$ 1,129,700
Investment income (loss)	-	145,000	213,422	68,422
Total revenues	8,575,013	8,720,013	9,918,135	1,198,122
EXPENDITURES				
Debt service:				
Principal retirement	5,111,741	5,196,741	5,196,741	-
Interest and fiscal agent charges	2,401,367	2,533,069	2,530,913	2,156
Total expenditures	7,513,108	7,729,810	7,727,654	2,156
Excess (deficiency) of revenues over (under) expenditures	1,061,905	990,203	2,190,481	1,200,278
OTHER FINANCING SOURCES				
Transfers in	394,550	618,942	618,942	-
Total other financing sources	394,550	618,942	618,942	-
NET CHANGE IN FUND BALANCE	1,456,455	1,609,145	2,809,423	1,200,278
FUND BALANCE, BEGINNING	2,682,954	2,682,954	2,682,954	-
FUND BALANCE, ENDING	<u>\$ 4,139,409</u>	<u>\$ 4,292,099</u>	<u>\$ 5,492,377</u>	<u>\$ 1,200,278</u>

BCSDC Debt Service				4A EDC Debt Service			
Original Budget	Final Budget	Actual	Variance Positive (Negative)	Original Budget	Final Budget	Actual	Variance Positive (Negative)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	6,500	7,222	722	-	500	671	171
-	6,500	7,222	722	-	500	671	171
1,015,000	1,135,000	1,135,000	-	1,463,402	1,463,402	1,463,402	-
376,659	538,490	538,030	460	364,728	364,729	364,429	300
1,391,659	1,673,490	1,673,030	460	1,828,130	1,828,131	1,827,831	300
(1,391,659)	(1,666,990)	(1,665,808)	1,182	(1,828,130)	(1,827,631)	(1,827,160)	471
1,390,800	1,672,631	1,672,631	-	1,826,505	1,826,505	1,826,506	1
1,390,800	1,672,631	1,672,631	-	1,826,505	1,826,505	1,826,506	1
(859)	5,641	6,823	1,182	(1,625)	(1,126)	(654)	472
112,448	112,448	112,448	-	14,363	14,363	14,363	-
\$ 111,589	\$ 118,089	\$ 119,271	\$ 1,182	\$ 12,738	\$ 13,237	\$ 13,709	\$ 472

City of Burleson, Texas
Hotel/Motel Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit E-4

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Hotel occupancy taxes	\$ 467,776	\$ 531,812	\$ 583,802	\$ 51,990
Investment income	1,415	11,990	13,318	1,328
Miscellaneous	20,000	25,000	9,400	(15,600)
Total revenues	489,191	568,802	606,520	37,718
EXPENDITURES				
Current:				
Community development	589,286	583,286	380,048	203,238
Capital Outlay	250,000	313,000	312,337	663
Total expenditures	839,286	896,286	692,385	203,901
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(350,095)	(327,484)	(85,865)	241,619
OTHER FINANCING USES				
Transfers out	-	(530,000)	(530,000)	-
Total other financing uses	-	(530,000)	(530,000)	-
NET CHANGE IN FUND BALANCE	(350,095)	(857,484)	(615,865)	241,619
FUND BALANCE, BEGINNING	1,019,959	1,019,959	1,019,959	-
FUND BALANCE, ENDING	\$ 669,864	\$ 162,475	\$ 404,094	\$ 241,619

City of Burleson, Texas
BCSDC Special Revenue Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit E-5

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales and use tax	\$ 7,117,335	\$ 7,372,950	\$ 7,347,726	\$ (25,224)
Investment income	70,000	82,000	154,235	72,235
Miscellaneous	-	40,259	41,759	1,500
Total revenues	<u>7,187,335</u>	<u>7,495,209</u>	<u>7,543,720</u>	<u>48,511</u>
EXPENDITURES				
Current:				
Community development	630,667	63,500	105,609	(42,109)
Parks and recreation	736,887	747,427	716,026	31,401
Capital outlay	<u>2,018,400</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures	<u>3,385,954</u>	<u>810,927</u>	<u>821,635</u>	<u>(10,708)</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>3,801,381</u>	<u>6,684,282</u>	<u>6,722,085</u>	<u>37,803</u>
OTHER FINANCING USES				
Transfers out	<u>(5,625,909)</u>	<u>(8,736,687)</u>	<u>(7,957,152)</u>	<u>(779,535)</u>
Total other financing uses	<u>(5,625,909)</u>	<u>(8,736,687)</u>	<u>(7,957,152)</u>	<u>(779,535)</u>
NET CHANGE IN FUND BALANCE	<u>(1,824,528)</u>	<u>(2,052,405)</u>	<u>(1,235,067)</u>	<u>817,338</u>
FUND BALANCE, BEGINNING	<u>6,575,122</u>	<u>6,575,122</u>	<u>6,575,122</u>	<u>-</u>
FUND BALANCE, ENDING	<u>\$ 4,750,594</u>	<u>\$ 4,522,717</u>	<u>\$ 5,340,055</u>	<u>\$ 817,338</u>

City of Burleson, Texas
4A Corp Special Revenue Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit E-6

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Sales and use tax	\$ 7,117,335	\$ 7,372,950	\$ 7,347,726	\$ (25,224)
Investment income	15,000	90,000	147,752	57,752
Miscellaneous	190,000	225,000	244,061	19,061
 Total revenues	 7,322,335	 7,687,950	 7,739,539	 51,589
EXPENDITURES				
Current:				
General Government	-	157,907	156,188	1,719
Community development	3,136,156	1,595,953	1,314,258	281,695
 Total expenditures	 3,136,156	 1,753,860	 1,470,446	 283,414
EXCESS OF REVENUES OVER EXPENDITURES	4,186,179	5,934,090	6,269,093	335,003
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	-	104,468	108,468	(4,000)
Transfers out	(1,826,505)	(2,092,674)	(2,092,675)	(1)
 Total other financing sources (uses)	 (1,826,505)	 (1,988,206)	 (1,984,207)	 (4,001)
NET CHANGE IN FUND BALANCE	2,359,674	3,945,884	4,284,886	339,002
FUND BALANCE, BEGINNING	1,148,511	1,148,511	1,148,511	-
FUND BALANCE, ENDING	\$ 3,508,185	\$ 5,094,395	\$ 5,433,397	\$ 339,002

City of Burleson, Texas
Parks Performance Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit E-7

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Charges for services	\$ 2,000,000	\$ 2,115,333	\$ 2,336,222	\$ 220,889
Investment income	721	8,500	14,116	5,616
Total revenues	2,000,721	2,123,833	2,350,338	226,505
EXPENDITURES				
Current:				
Parks and recreation	4,910,630	5,250,735	5,327,927	(77,192)
Capital Outlay	220,570	237,135	167,603	69,532
Total expenditures	5,131,200	5,487,870	5,495,530	(7,660)
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,130,479)	(3,364,037)	(3,145,192)	218,845
OTHER FINANCING SOURCES				
Transfers in	3,130,479	3,364,037	3,145,192	218,845
Total other financing sources	3,130,479	3,364,037	3,145,192	218,845
NET CHANGE IN FUND BALANCE	-	-	-	-
FUND BALANCE, BEGINNING	-	-	-	-
FUND BALANCE, ENDING	\$ -	\$ -	\$ -	\$ -

City of Burleson, Texas

Exhibit E-8

TIF 2 Fund

Budgetary Comparison Schedule

For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property taxes	\$ 1,103,298	\$ 1,103,298	\$ 1,076,556	\$ (26,742)
Investment income	-	27,000	26,970	(30)
Miscellaneous	14,000	14,000	20,681	6,681
Total revenues	1,117,298	1,144,298	1,124,207	(20,091)
EXPENDITURES				
Current:				
Community development	394,239	376,029	288,990	87,039
Public safety	214,519	219,519	207,519	12,000
Parks and recreation	18,533	18,191	18,588	(397)
Capital outlay	-	450,000	449,374	626
Total expenditures	627,291	1,063,739	964,471	99,268
EXCESS OF REVENUES OVER EXPENDITURES	490,007	80,559	159,736	79,177
OTHER FINANCING USES				
Transfers out	(394,550)	(811,439)	(811,439)	-
Total other financing uses	(394,550)	(811,439)	(811,439)	-
NET CHANGE IN FUND BALANCE	95,457	(730,880)	(651,703)	79,177
FUND BALANCE, BEGINNING	991,515	991,515	991,515	-
FUND BALANCE, ENDING	\$ 1,086,972	\$ 260,635	\$ 339,812	\$ 79,177

City of Burleson, Texas
Municipal Court Fund
Budgetary Comparison Schedule
For the Year Ended September 30, 2023

Exhibit E-9

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Fines	\$ 97,960	\$ 66,000	\$ 57,278	\$ (8,722)
Investment income	-	5,100	8,949	3,849
Total revenues	97,960	71,100	66,227	(4,873)
EXPENDITURES				
Current:				
Public safety	115,101	94,456	90,929	3,527
Total expenditures	115,101	94,456	90,929	3,527
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(17,141)	(23,356)	(24,702)	(1,346)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	293	(293)
Transfers out	-	-	(293)	293
Total other financing sources (uses)	-	-	-	-
NET CHANGE IN FUND BALANCE	(17,141)	(23,356)	(24,702)	(1,346)
FUND BALANCE, BEGINNING	235,491	235,491	235,491	-
FUND BALANCE, ENDING	<u>\$ 218,350</u>	<u>\$ 212,135</u>	<u>\$ 210,789</u>	<u>\$ (1,346)</u>

City of Burleson, Texas
Combining Financial Statements
Nonmajor Enterprise Funds

Nonmajor Enterprise Funds

The **Hidden Creek Golf Course Fund** accounts for the operations of the City's golf course, Hidden Creek Golf Course.

The **Solid Waste Fund** accounts for the operations of the City's solid waste collection utility.

The **Cemetery Enterprise Fund** accounts for the operations of the City's cemetery.

City of Burleson, Texas
Nonmajor Enterprise Funds
Combining Statement of Net Position
September 30, 2023

Exhibit F-1

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total
ASSETS				
Current assets:				
Deposits and investments	\$ 12,519	\$ 785,292	\$ 642,786	\$ 1,440,597
Receivables:				
Accounts	8,476	345,158	37,337	390,971
Accrued interest	329	1,015	754	2,098
Total current assets	21,324	1,131,465	680,877	1,833,666
Noncurrent assets:				
Capital assets, net	2,986,977	5,331	1,295,189	4,287,497
Total noncurrent assets	2,986,977	5,331	1,295,189	4,287,497
Total assets	3,008,301	1,136,796	1,976,066	6,121,163
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	3,539	-	-	3,539
Deferred outflows related to pensions	331,063	-	-	331,063
Deferred outflows related to OPEB (RHP & SDBF)	12,828	-	-	12,828
Total deferred outflows of resources	347,430	-	-	347,430
LIABILITIES				
Current liabilities:				
Accounts payable	\$ 117,061	\$ 617,376	\$ -	\$ 734,437
Accrued liabilities	57,305	-	-	57,305
Accrued interest payable	2,331	-	-	2,331
Due to other funds	174,972	-	-	174,972
Bonds and compensated absences	385,503	-	-	385,503
Total current liabilities	737,172	617,376	-	1,354,548
Noncurrent liabilities:				
Bonds and compensated absences	451,910	-	-	451,910
Net pension liability	648,035	-	-	648,035
Total OPEB liability (RHP & SDBF)	109,540	-	-	109,540
Total noncurrent liabilities	1,209,485	-	-	1,209,485
Total liabilities	1,946,657	617,376	-	2,564,033
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to OPEB (RHP & SDBF)	19,463	-	-	19,463
Total deferred inflows of resources	19,463	-	-	19,463
NET POSITION				
Net investment in capital assets	2,251,149	5,331	1,295,189	3,551,669
Unrestricted	(861,538)	514,089	680,877	333,428
TOTAL NET POSITION	\$ 1,389,611	\$ 519,420	\$ 1,976,066	\$ 3,885,097

City of Burleson, Texas
**Nonmajor Enterprise Funds
Combining Statement of Revenues, Expenses,
and Changes in Net Position
For the Year Ended September 30, 2023**
Exhibit F-2

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total
OPERATING REVENUES				
Charges for goods and services	\$ 2,176,344	\$ 3,459,241	\$ 47,559	\$ 5,683,144
Miscellaneous	98	-	-	98
Mineral lease	-	-	21,856	21,856
Total operating revenues	2,176,442	3,459,241	69,415	5,705,098
OPERATING EXPENSES				
Cost of golf operations	2,900,544	-	-	2,900,544
Cost of cemetery operations	-	-	59,100	59,100
Cost of solid waste operations	-	3,985,258	-	3,985,258
Depreciation	43,090	207	10,625	53,922
Total operating expenses	2,943,634	3,985,465	69,725	6,998,824
OPERATING LOSS	(767,192)	(526,224)	(310)	(1,293,726)
NON-OPERATING REVENUES (EXPENSES)				
Gain on disposition of capital assets	4,200	-	-	4,200
Investment income	14,216	29,509	29,246	72,971
Interest and fiscal agent charges	(22,549)	-	-	(22,549)
Total non-operating revenues (expenses)	(4,133)	29,509	29,246	54,622
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	(771,325)	(496,715)	28,936	(1,239,104)
Transfers in	1,179,992	835,056	-	2,015,048
Transfers out	-	(45,155)	-	(45,155)
CHANGE IN NET POSITION	408,667	293,186	28,936	730,789
NET POSITION AT BEGINNING OF YEAR	980,944	226,234	1,947,130	3,154,308
NET POSITION AT END OF YEAR	\$ 1,389,611	\$ 519,420	\$ 1,976,066	\$ 3,885,097

City of Burleson, Texas
Nonmajor Enterprise Funds
Combining Statement of Cash Flows
For the Year Ended September 30, 2023

Exhibit F-3

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total Nonmajor Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	\$ 2,173,988	\$ 3,433,875	\$ 14,889	\$ 5,622,752
Payments to suppliers and service providers	(1,569,592)	(4,177,981)	(68,347)	(5,815,920)
Payments to employees for salaries and benefits	(1,286,224)	-	-	(1,286,224)
Receipts from other funds for services provided	174,972	-	-	174,972
Other receipts	3,101	-	21,856	24,957
Net cash used in operating activities	(503,755)	(744,106)	(31,602)	(1,279,463)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Payments from other funds	1,179,992	835,056	-	2,015,048
Payments to other funds	-	(45,155)	-	(45,155)
Net cash provided by noncapital financing activities	1,179,992	789,901	-	1,969,893
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Receipts from sale of capital assets	4,200	-	-	4,200
Principal paid on bonds	(355,428)	-	-	(355,428)
Interest payments on bonds	(21,997)	-	-	(21,997)
Acquisition of capital assets	(550,008)	-	(410,912)	(960,920)
Net cash used in capital and related financial activities	(923,233)	-	(410,912)	(1,334,145)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	15,196	31,956	30,853	78,005
Net cash provided by investing activities	15,196	31,956	30,853	78,005
Net increase (decrease) in cash and cash equivalents	(231,800)	77,751	(411,661)	(565,710)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	244,319	707,541	1,054,447	2,006,307
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 12,519	\$ 785,292	\$ 642,786	\$ 1,440,597

City of Burleson, Texas

Exhibit F-3

Combining Financial Statements

Nonmajor Enterprise Funds

Combining Statement of Cash Flows – Continued

For the Year Ended September 30, 2023

	Hidden Creek Golf Course	Solid Waste	Cemetery	Total Nonmajor Enterprise Funds
Reconciliation of operating loss				
to net cash used in operating activities:				
Operating loss	\$ (767,192)	\$ (526,224)	\$ (310)	\$ (1,293,726)
Depreciation	43,090	207	10,625	53,922
Change in operating assets and liabilities:				
(Increase) decrease in accounts receivable	647	(25,366)	(32,670)	(57,389)
Increase in deferred outflows related to pension	(165,258)	-	-	(165,258)
Decrease in deferred outflows related to OPEB	7,515	-	-	7,515
Increase (decrease) in accounts payable	50,553	(192,723)	(9,247)	(151,417)
Increase in accrued liabilities	6,673	-	-	6,673
Decrease in unearned revenue	(579)	-	-	(579)
Increase in due to other funds	174,972	-	-	174,972
Increase in net pension liability and total OPEB liability	299,132	-	-	299,132
Increase in deferred inflows related to pension	(157,816)	-	-	(157,816)
Increase in deferred inflows related to OPEB	4,508	-	-	4,508
Net cash used in operating activities	<u>\$ (503,755)</u>	<u>\$ (744,106)</u>	<u>\$ (31,602)</u>	<u>\$ (1,279,463)</u>

City of Burleson, Texas

Combining Financial Statements

Internal Service Funds

Internal Service Funds are used to account for the financing of goods and/or services provided by one department to another department within the City:

The **Equipment Services Fund** accounts for a full range of services in managing and maintaining the City's fleet of vehicles and equipment. All costs associated with these operations are charged to the using department to offset the adopted budget to this fund.

The **Governmental Vehicle Replacement Fund** provides for the replacement of vehicles and equipment utilized by all governmental City departments. The two equipment replacement funds enable the City to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

The **Business-Type Vehicle Replacement Fund** is used as a funding, management and planning tool that provides a systematic approach to the replacement of City-owned vehicles and equipment used by the Water-Wastewater, Golf and Solid Waste funds.

The **Support Services Fund** is designed to record the activities of support services function (currently only Information Technology) and allow for the costs of these services to be reflected as expenditures of the "customer" departments.

The **Health Insurance Fund** accounts for the City's self-health insurance program.

City of Burleson, Texas
Combining Statement of Net Position
Internal Service Funds
September 30, 2023

Exhibit G-1

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
ASSETS						
Current assets:						
Deposits and investments	\$ 6,352	\$ 3,925,030	\$ 1,059,769	\$ 1,887,856	\$ 3,473,443	\$ 10,352,450
Receivables:						
Accounts	-	1,500	-	-	9,663	11,163
Accrued interest	-	4,558	1,231	1,798	3,770	11,357
Inventories	25,628	-	-	-	-	25,628
Total current assets	31,980	3,931,088	1,061,000	1,889,654	3,486,876	10,400,598
Noncurrent assets:						
Capital assets, net	51,422	3,965,958	777,342	3,301,547	-	8,096,269
Total noncurrent assets	51,422	3,965,958	777,342	3,301,547	-	8,096,269
Total assets	83,402	7,897,046	1,838,342	5,191,201	3,486,876	18,496,867
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows related to pensions	149,959	-	-	499,303	-	649,262
Deferred outflows related to OPEB (RHP & SDBF)	5,826	-	-	19,305	-	25,131
Total deferred outflows	155,785	-	-	518,608	-	674,393
LIABILITIES						
Current liabilities:						
Accounts payable	45,228	-	-	283,280	24,300	352,808
Compensated absences	15,151	-	-	75,789	-	90,940
Subscription liabilities	-	-	-	347,860	-	347,860
Due to other funds	5,019	-	-	-	-	5,019
Accrued liabilities	18,325	-	-	50,194	-	68,519
Total current liabilities	83,723	-	-	757,123	24,300	865,146
Noncurrent liabilities:						
Net pension liability	293,536	-	-	977,353	-	1,270,889
Total OPEB liability (RHP & SDBF)	49,742	-	-	164,872	-	214,614
Subscription liabilities	-	-	-	710,869	-	710,869
Compensated absences	-	-	-	21,237	-	21,237
Total noncurrent liabilities	343,278	-	-	1,874,331	-	2,217,609
Total liabilities	427,001	-	-	2,631,454	24,300	3,082,755
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to OPEB (RHP & SDBF)	8,837	-	-	29,293	-	38,130
Total deferred inflows	8,837	-	-	29,293	-	38,130
NET POSITION						
Net investment in capital assets	51,422	3,965,958	777,342	2,953,687	-	7,748,409
Unrestricted	(248,073)	3,931,088	1,061,000	95,375	3,462,576	8,301,966
Total net position	\$ (196,651)	\$ 7,897,046	\$ 1,838,342	\$ 3,049,062	\$ 3,462,576	\$ 16,050,375

City of Burleson, Texas

Exhibit G-2

Combining Statement of Revenues, Expenses and Changes in Fund Net Position - Internal Service Funds September 30, 2023

	Equipment Services	Governmental Vehicle Replacement	Business-type Vehicle Replacement	Support Services	Health Insurance	Total Internal Service Funds
OPERATING REVENUES						
Charges for goods and services	\$ 2,048,860	\$ 2,290,526	\$ 434,480	\$ 5,050,992	\$ 6,591,668	\$ 16,416,526
Miscellaneous	827	-	22,350	6,991	30,000	60,168
Total operating revenues	2,049,687	2,290,526	456,830	5,057,983	6,621,668	16,476,694
OPERATING EXPENSES						
Personnel services	503,605	-	-	1,424,378	418,880	2,346,863
Professional and contracted services	-	-	-	266,141	59,297	325,438
Administrative and IT	187,446	4,658	1,336	228,599	-	422,039
Insurance	-	-	-	-	6,643,070	6,643,070
Repairs and maintenance	599,465	-	-	1,493,755	-	2,093,220
Materials and supplies	625,338	167,799	6,078	609,737	-	1,408,952
Other costs	378	-	-	3,431	-	3,809
Depreciation/amortization	25,564	988,277	242,214	634,496	-	1,890,551
Total operating expenses	1,941,796	1,160,734	249,628	4,660,537	7,121,247	15,133,942
Operating income (loss)	107,891	1,129,792	207,202	397,446	(499,579)	1,342,752
NONOPERATING REVENUES (EXPENSES)						
Gain (loss) on disposition of capital assets	-	330,900	(786)	-	-	330,114
Investment income	303	190,365	46,056	44,649	135,941	417,314
Total nonoperating revenues	303	521,265	45,270	44,649	135,941	747,428
Income (loss) before transfers	108,194	1,651,057	252,472	442,095	(363,638)	2,090,180
Transfers in	-	-	-	587,100	-	587,100
Transfers out	-	-	(557,477)	-	-	(557,477)
Change in net position	108,194	1,651,057	(305,005)	1,029,195	(363,638)	2,119,803
NET POSITION - BEGINNING OF YEAR	(304,845)	6,245,989	2,143,347	2,019,867	3,826,214	13,930,572
NET POSITION - ENDING OF YEAR	\$ (196,651)	\$ 7,897,046	\$ 1,838,342	\$ 3,049,062	\$ 3,462,576	\$ 16,050,375

City of Burleson, Texas
Combining Statement of Cash Flows
Internal Service Funds
September 30, 2023

Exhibit G-3

	Equipment Services	Vehicle Replacement Governmental	Vehicle Replacement Business-Type	Support Services	Health Insurance	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from interfund services provided	\$ 2,048,860	\$ 2,266,676	\$ 456,830	\$ 5,050,992	\$ 6,583,599	\$ 16,406,957
Other receipts	827	22,350	-	6,991	30,000	60,168
Payments to suppliers and service providers	(1,431,988)	(172,457)	(7,414)	(2,484,109)	(6,682,821)	(10,778,789)
Payments to other funds for services provided	(150,539)	-	-	-	-	(150,539)
Payments to employees for salaries and benefits	(461,111)	-	-	(1,443,574)	(419,062)	(2,323,747)
Net cash provided by (used in) operating activities	6,049	2,116,569	449,416	1,130,300	(488,284)	3,214,050
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Payments to other funds	-	-	(557,477)	-	-	(557,477)
Payments from other funds	-	-	-	587,100	-	587,100
Net cash provided by (used in) noncapital financing activities	-	-	(557,477)	587,100	-	29,623
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Receipts for sale of capital assets	-	330,900	(786)	-	-	330,114
Principal payments on subscription liabilities	-	-	-	(381,463)	-	(381,463)
Interest payments on subscription liabilities	-	-	-	(2,577)	-	(2,577)
Acquisition of capital assets	-	(2,401,845)	(180,061)	(911,083)	-	(3,492,989)
Net cash used by capital and related financing activities	-	(2,070,945)	(180,847)	(1,295,123)	-	(3,546,915)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest received	303	193,912	46,358	46,030	140,715	427,318
Net cash provided by investing activities	303	193,912	46,358	46,030	140,715	427,318
Net increase (decrease) in cash and cash equivalents	6,352	239,536	(242,550)	468,307	(347,569)	124,076
CASH AND CASH EQUIVALENTS, beginning of year	-	3,685,494	1,302,319	1,419,549	3,821,012	10,228,374
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 6,352</u>	<u>\$ 3,925,030</u>	<u>\$ 1,059,769</u>	<u>\$ 1,887,856</u>	<u>\$ 3,473,443</u>	<u>\$ 10,352,450</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES						
Operating income (loss)	\$ 107,891	\$ 1,129,792	\$ 207,202	\$ 397,446	\$ (499,579)	\$ 1,342,752
Depreciation	25,564	988,277	242,214	634,496	-	1,890,551
Change in operating assets and liabilities:						
Increase in accounts receivable	-	(1,500)	-	-	(8,069)	(9,569)
Decrease in inventories	29,315	-	-	-	-	29,315
Increase in deferred outflows related to pension	(88,146)	-	-	(249,868)	-	(338,014)
Increase in deferred outflows related to OPEB	1,759	-	-	11,298	-	13,057
Increase in accounts payable	(48,676)	-	-	117,554	19,546	88,424
Increase (decrease) in accrued liabilities	3,698	-	-	1,321	(182)	4,837
Decrease in due to other funds	(150,539)	-	-	-	-	(150,539)
Increase (decrease) in compensated absences	8,390	-	-	(3,873)	-	4,517
Increase in net pension liability	172,365	-	-	452,548	-	624,913
Decrease in deferred inflows related to pension	(58,835)	-	-	(237,417)	-	(296,252)
Increase in deferred inflows related to OPEB	3,263	-	-	6,795	-	10,058
Net cash provided by (used in) operating activities	<u>\$ 6,049</u>	<u>\$ 2,116,569</u>	<u>\$ 449,416</u>	<u>\$ 1,130,300</u>	<u>\$ (488,284)</u>	<u>\$ 3,214,050</u>

City of Burleson, Texas
Statistical Section (Unaudited)

This part of the City of Burleson's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Contents:

Financial Trends 1

These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity..... 5

These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.

Debt Capacity 9

These schedules present information to help the reader assess the affordability of the government's current level of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information..... 13

These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information..... 15

These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports of the relevant year.

City of Burleson, Texas
Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)
(Unaudited)

	2014	2015	2016	2017
Governmental activities:				
Net investment in capital assets	\$102,518,051	\$105,900,578	\$111,368,435	\$127,316,098
Restricted	11,786,219	13,626,779	11,548,400	12,262,240
Unrestricted	<u>19,052,951</u>	<u>10,915,868</u>	<u>10,908,958</u>	<u>8,167,997</u>
Total governmental activities net position	<u>\$133,357,221</u>	<u>\$130,443,225</u>	<u>\$133,825,793</u>	<u>\$147,746,335</u>
Business-type activities:				
Net investment in capital assets	\$ 55,348,196	\$ 59,041,199	\$ 56,061,308	\$ 68,346,297
Restricted	4,592,463	3,667,415	4,592,463	1,049,746
Unrestricted	<u>7,355,782</u>	<u>7,251,796</u>	<u>12,448,245</u>	<u>10,499,641</u>
Total business-type activities net position	<u>\$ 67,296,441</u>	<u>\$ 69,960,410</u>	<u>\$ 73,102,016</u>	<u>\$ 79,895,684</u>
Primary government:				
Net investment in capital assets	\$157,866,247	\$164,941,777	\$167,429,743	\$195,662,395
Restricted	16,378,682	17,294,194	16,140,863	13,311,986
Unrestricted	<u>26,408,733</u>	<u>18,167,664</u>	<u>23,357,203</u>	<u>18,667,638</u>
Total primary government activities net position	<u>\$200,653,662</u>	<u>\$200,403,635</u>	<u>\$206,927,809</u>	<u>\$227,642,019</u>

Table 1

2018	2019	2020	2021	2022	2023
\$136,812,328	\$148,085,539	\$153,051,846	\$163,721,859	\$174,521,592	\$ 202,912,185
13,166,573	13,232,818	17,468,108	12,460,606	12,617,978	17,576,662
4,245,368	4,248,170	6,714,141	14,525,540	23,156,517	1,899,367
<u>\$154,224,269</u>	<u>\$165,566,527</u>	<u>\$177,234,095</u>	<u>\$190,708,005</u>	<u>\$210,296,087</u>	<u>\$ 222,388,214</u>
\$ 69,333,764	\$ 75,777,424	\$ 79,752,890	\$ 88,788,759	\$ 86,021,027	\$ 75,413,705
1,049,746	5,225,080	7,415,521	7,608,773	305,147	-
15,642,520	11,580,796	13,778,201	10,389,928	28,366,948	31,960,222
<u>\$ 86,026,030</u>	<u>\$ 92,583,300</u>	<u>\$100,946,612</u>	<u>\$106,787,460</u>	<u>\$114,693,122</u>	<u>\$ 107,373,927</u>
\$206,146,122	\$223,862,963	\$232,804,736	\$252,510,618	\$260,542,619	\$ 278,325,890
14,216,319	18,457,898	24,883,629	20,069,379	12,923,125	17,576,662
19,887,888	15,828,966	20,492,342	24,915,468	51,523,465	33,859,589
<u>\$240,250,329</u>	<u>\$258,149,827</u>	<u>\$278,180,707</u>	<u>\$297,495,465</u>	<u>\$324,989,209</u>	<u>\$ 329,762,141</u>

City of Burleson, Texas
Changes in Net Position
Last Ten Fiscal Years (Unaudited)
(Accrual Basis of Accounting)

	2014	2015	2016	2017
Expenses				
Governmental activities:				
General government	\$ 6,027,808	\$ 5,567,804	\$ 3,406,957	\$ 7,611,844
Public safety	14,793,251	15,587,330	18,135,674	18,619,648
Public works	10,025,105	10,344,069	11,100,276	11,263,930
Community development	2,071,758	2,467,564	4,701,517	2,740,816
Culture and recreation	6,851,657	7,062,534	7,801,924	8,091,904
Parks and recreation	-	-	-	-
Library	-	-	-	-
Interest and other fees	3,319,768	3,218,658	3,237,341	3,118,052
Total governmental activities expenses	<u>43,089,347</u>	<u>44,247,959</u>	<u>48,383,689</u>	<u>51,446,194</u>
Business-type activities:				
Water and wastewater	14,699,969	15,692,100	16,333,488	16,349,125
Hidden Creek Golf Course	1,922,102	1,983,682	2,049,089	2,141,509
Solid Waste	2,742,100	2,779,193	2,846,497	2,957,738
Cemetery	11,498	11,891	11,152	11,910
Total business-type activities expenses	<u>19,375,669</u>	<u>20,466,866</u>	<u>21,240,226</u>	<u>21,460,282</u>
Total primary government expenses	<u>\$ 62,465,016</u>	<u>\$ 64,714,825</u>	<u>\$ 69,623,915</u>	<u>\$ 72,906,476</u>
Program Revenues:				
Governmental activities:				
Charges for services	\$ 8,036,809	\$ 7,773,637	\$ 7,566,246	\$ 8,782,144
Operating grants and contributions	294,371	829,724	971,500	1,592,388
Capital grants and contributions	3,752,163	2,983,243	2,144,534	11,440,915
Total governmental activities program revenues	<u>12,083,343</u>	<u>11,586,604</u>	<u>10,682,280</u>	<u>21,815,447</u>
Business-type activities				
Charges for services	20,526,744	21,331,913	22,263,652	23,108,557
Operating grants and contributions	1,004,948	846,581	827,614	1,108,892
Capital grants and contributions	1,938,294	1,766,788	1,067,383	4,020,669
Total business-type activities program revenues	<u>23,469,986</u>	<u>23,945,282</u>	<u>24,158,649</u>	<u>28,238,118</u>
Total primary government program revenues	<u>\$ 35,553,329</u>	<u>\$ 35,531,886</u>	<u>\$ 34,840,929</u>	<u>\$ 50,053,565</u>
Net (expense)/revenue				
Governmental activities	\$(31,006,004)	\$(32,661,355)	\$(37,701,409)	\$(29,630,747)
Business-type activities	<u>4,094,317</u>	<u>3,478,416</u>	<u>2,918,423</u>	<u>6,777,836</u>
Total primary government net expense	<u>\$(26,911,687)</u>	<u>\$(29,182,939)</u>	<u>\$(34,782,986)</u>	<u>\$(22,852,911)</u>

Table 2

2018	2019	2020	2021	2022	2023
\$ 7,801,767	\$ 8,762,392	\$ 9,901,828	\$ 7,678,903	\$ 8,293,081	\$ 9,606,894
19,356,978	20,396,702	21,647,212	26,227,399	29,220,408	36,454,820
12,173,830	12,650,861	14,839,605	13,597,575	14,743,553	15,162,754
4,902,487	5,138,466	4,216,584	4,587,759	4,178,055	7,100,096
8,134,817	8,053,419	7,940,337	7,697,763	-	-
-	-	-	-	6,377,399	9,625,261
-	-	-	-	1,411,839	1,753,245
<u>2,954,294</u>	<u>3,242,540</u>	<u>3,122,881</u>	<u>2,886,794</u>	<u>2,805,915</u>	<u>3,319,651</u>
<u>55,324,173</u>	<u>58,244,380</u>	<u>61,668,447</u>	<u>62,676,193</u>	<u>67,030,250</u>	<u>83,022,721</u>
17,605,194	18,910,941	18,543,022	18,640,527	20,536,810	36,231,989
2,046,511	2,194,026	2,321,398	1,895,172	2,546,070	2,937,323
3,047,978	3,179,444	3,464,393	3,563,473	3,780,319	3,966,031
<u>12,528</u>	<u>28,894</u>	<u>33,770</u>	<u>80,828</u>	<u>15,493</u>	<u>69,725</u>
<u>22,712,211</u>	<u>24,313,305</u>	<u>24,362,583</u>	<u>24,180,000</u>	<u>26,878,692</u>	<u>43,205,068</u>
<u>\$ 78,036,384</u>	<u>\$ 82,557,685</u>	<u>\$ 86,031,030</u>	<u>\$ 86,856,193</u>	<u>\$ 93,908,942</u>	<u>\$126,227,789</u>
\$ 8,784,594	\$ 8,480,206	\$ 7,845,040	\$ 8,780,004	\$ 9,394,259	\$ 10,296,569
1,426,293	738,026	2,998,564	5,981,907	4,270,180	6,847,951
<u>6,353,066</u>	<u>7,595,136</u>	<u>5,699,075</u>	<u>2,253,873</u>	<u>8,786,321</u>	<u>6,156,887</u>
<u>16,563,953</u>	<u>16,813,368</u>	<u>16,542,679</u>	<u>17,015,784</u>	<u>22,450,760</u>	<u>23,301,407</u>
25,809,983	25,405,060	26,532,808	26,713,025	29,937,355	30,286,310
-	16,442	8,549	14,260	34,699	21,856
<u>2,272,247</u>	<u>3,512,382</u>	<u>3,818,739</u>	<u>2,980,216</u>	<u>5,036,972</u>	<u>3,528,969</u>
<u>28,082,230</u>	<u>28,933,884</u>	<u>30,360,096</u>	<u>29,707,501</u>	<u>35,009,026</u>	<u>33,837,135</u>
<u>\$ 44,646,183</u>	<u>\$ 45,747,252</u>	<u>\$ 46,902,775</u>	<u>\$ 46,723,285</u>	<u>\$ 57,459,786</u>	<u>\$ 57,138,542</u>
\$(38,760,220)	\$(41,431,012)	\$(45,125,768)	\$ (45,660,409)	\$ (44,579,490)	\$(59,721,314)
<u>5,370,019</u>	<u>4,620,579</u>	<u>5,997,513</u>	<u>5,527,501</u>	<u>8,130,334</u>	<u>(9,367,933)</u>
<u>\$(33,390,201)</u>	<u>\$(36,810,433)</u>	<u>\$(39,128,255)</u>	<u>\$ (40,132,908)</u>	<u>\$ (36,449,156)</u>	<u>\$(69,089,247)</u>

City of Burleson, Texas
Changes in Net Position
Last Ten Fiscal Years (Unaudited)
(Accrual Basis of Accounting)

	2014	2015	2016	2017
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	\$ 16,377,575	\$ 19,171,938	\$ 20,510,482	\$ 21,776,804
Tax Increment Financing	406,445	423,586	457,438	536,812
Sales and use taxes	16,051,878	16,689,391	16,595,528	17,099,917
Hotel/motel taxes	165,550	192,639	219,250	222,652
Franchise fees	2,968,801	3,242,051	3,166,620	3,113,999
Investment income	80,273	95,192	243,568	471,436
Gain on sale of assets	-	-	-	-
Transfers	(258,909)	(244,589)	(108,909)	329,669
Total governmental activities	<u>35,791,613</u>	<u>39,570,208</u>	<u>41,083,977</u>	<u>43,551,289</u>
Business-type activities:				
Investment income	26,334	29,790	114,274	311,582
Gain on sale of assets	-	-	-	33,919
Transfers	<u>258,909</u>	<u>244,589</u>	<u>108,909</u>	<u>(329,669)</u>
Total business-type revenues	<u>285,243</u>	<u>274,379</u>	<u>223,183</u>	<u>15,832</u>
Total primary government	<u>\$ 36,076,856</u>	<u>\$ 39,844,587</u>	<u>\$ 41,307,160</u>	<u>\$ 43,567,121</u>
Change in Net Position				
Governmental activities	\$ 4,785,609	\$ 6,908,853	\$ 3,382,568	\$ 13,920,542
Business-type activities	<u>4,379,560</u>	<u>3,752,795</u>	<u>3,141,606</u>	<u>6,793,668</u>
Total primary government	<u>\$ 9,165,169</u>	<u>\$ 10,661,648</u>	<u>\$ 6,524,174</u>	<u>\$ 20,714,210</u>

Table 2
(Continued)

2018	2019	2020	2021	2022	2023
\$ 21,776,804	\$ 26,785,864	\$ 28,894,199	\$ 29,343,869	\$ 30,311,580	\$ 33,341,352
536,812	683,559	777,021	905,662	1,175,995	1,076,556
17,099,917	19,660,908	21,468,069	24,801,831	28,011,255	29,598,444
222,652	237,665	190,187	455,115	466,584	583,802
3,113,999	3,383,906	3,404,113	3,732,406	3,931,439	3,754,462
471,436	1,772,832	1,950,288	78,034	(484,929)	3,260,690
-	105,767	1,877,727	70,477	13,402	439,368
329,669	(780,753)	(1,768,268)	(253,075)	742,246	(241,233)
<u>43,551,289</u>	<u>51,849,748</u>	<u>56,793,336</u>	<u>59,134,319</u>	<u>64,167,572</u>	<u>71,813,441</u>
311,582	1,114,808	581,231	44,697	(116,987)	1,804,091
33,919	41,100	16,300	15,575	634,561	3,414
(329,669)	780,753	1,768,268	253,075	(742,246)	241,233
<u>15,832</u>	<u>1,936,661</u>	<u>2,365,799</u>	<u>313,347</u>	<u>(224,672)</u>	<u>2,048,738</u>
<u>\$ 43,567,121</u>	<u>\$ 53,786,409</u>	<u>\$ 59,159,135</u>	<u>\$ 59,447,666</u>	<u>\$ 63,942,900</u>	<u>\$ 73,862,179</u>
\$ 4,791,069	\$ 10,418,736	\$ 11,667,568	\$ 13,473,910	\$ 19,588,082	\$ 12,092,127
5,385,851	6,557,240	8,363,312	5,840,848	7,905,662	(7,319,195)
<u>\$ 10,176,920</u>	<u>\$ 16,975,976</u>	<u>\$ 20,030,880</u>	<u>\$ 19,314,758</u>	<u>\$ 27,493,744</u>	<u>\$ 4,772,932</u>

City of Burleson, Texas

Fund Balances

Governmental Funds

Last Ten Fiscal Years (Unaudited)

(Modified Accrual Basis of Accounting)

	2014	2015	2016	2017
General Fund:				
Nonspendable	\$ 24,806	\$ 32,024	\$ 28,174	\$ 26,769
Committed to:				
Debt service	610,445	510,802	404,607	291,558
Other Purposes	513,332	809,956	251,257	299,254
Assigned to:				
Risk management	1,047,047	1,047,047	1,047,047	1,047,047
Unassigned	9,945,249	9,023,255	9,273,423	8,334,083
Total general fund	<u>\$ 12,140,879</u>	<u>\$ 11,423,084</u>	<u>\$ 11,004,508</u>	<u>\$ 9,998,711</u>
All Other Governmental Funds:				
Nonspendable	\$ 1,437	\$ 1,389	\$ 2,617	\$ 5,190
Restricted for:				
Debt service	2,576,315	2,580,870	2,530,494	2,545,853
Public safety	-	-	-	-
Parks and recreation	-	-	-	-
Library	-	10,000	1,096	408
Economic development	8,702,328	10,473,189	8,406,131	9,597,492
Tourism	507,576	572,720	623,803	647,895
Capital projects	-	18,992,927	16,233,204	15,166,607
Other purposes	-	-	-	-
Committed to:				
Culture and recreation	530,845	585,144	683,099	889,250
Economic development	272,383	409,834	484,485	395,759
Capital projects	27,119,647	8,843,780	8,325,229	8,127,991
Debt service	-	-	-	-
Unassigned	-	-	-	-
Total all other governmental funds	<u>\$ 39,710,531</u>	<u>\$ 42,469,853</u>	<u>\$ 37,290,158</u>	<u>\$ 37,376,445</u>

Table 3

2018	2019	2020	2021	2022	2023
\$ 40,389	\$ 14,997	\$ 4,080	\$ 49,800	\$ 27,424	\$ 28,000
802,860	622,908	523,325	465,429	405,527	-
586,007	320,191	220,044	234,175	1,025,116	-
1,047,047	1,369,818	1,260,078	-	-	-
7,534,128	9,391,334	14,120,506	17,589,905	20,466,098	18,467,600
<u>\$ 10,010,431</u>	<u>\$ 11,719,248</u>	<u>\$ 16,128,033</u>	<u>\$ 18,339,309</u>	<u>\$ 21,924,165</u>	<u>\$ 18,495,600</u>
\$ 1,412	\$ 1,620	\$ -	\$ -	\$ 100,000	\$ 11,646
2,682,681	2,315,108	3,150,018	2,992,775	2,809,765	5,625,357
-	-	1,123	414,059	289,721	271,657
-	1,402	618	563	23,405	36,682
409	522	243	815	12,991	1,685
10,428,389	10,147,192	13,620,267	8,428,929	8,739,711	11,360,769
721,237	770,518	697,823	902,281	1,019,959	404,094
27,103,803	28,908,327	21,852,694	15,298,057	16,238,510	25,598,738
-	-	-	5,203	46,781	288,550
875,940	981,885	-	-	-	-
73,618	73,618	73,618	-	-	-
6,416,935	8,263,131	8,517,847	11,614,396	16,548,521	9,458,569
-	-	-	-	-	-
-	-	(1,424,708)	(191,511)	(153,545)	-
<u>\$ 48,304,424</u>	<u>\$ 51,463,323</u>	<u>\$ 46,489,543</u>	<u>\$ 39,465,567</u>	<u>\$ 45,675,819</u>	<u>\$ 53,057,747</u>

City of Burleson, Texas
Changes in Fund Balances
Governmental Funds
Last Ten Fiscal Years (Unaudited)
(Modified Accrual Basis of Accounting)

	2014	2015	2016	2017
Revenues:				
Property taxes	\$ 16,980,934	\$ 19,856,938	\$ 21,228,368	\$ 22,662,335
Sales and use taxes	16,216,375	16,880,929	16,798,919	17,305,748
Franchise fees	2,940,465	3,193,511	3,150,851	3,089,998
Licenses and permits	1,446,281	1,415,034	1,335,198	1,356,969
Intergovernmental	242,262	287,832	599,310	1,345,592
Fines and forfeitures	1,282,599	1,422,084	1,402,152	1,543,257
Donations	52,110	533,822	251,840	133,652
Charges for services	3,555,560	3,727,378	3,840,360	4,127,562
Investment income	74,873	88,026	223,806	428,422
Mineral lease	969,979	521,976	268,183	311,715
Street assessments	70,473	166,226	143,429	47,481
Miscellaneous	1,581,916	1,874,647	1,578,783	1,831,166
Total revenues	<u>45,413,827</u>	<u>49,968,403</u>	<u>50,821,199</u>	<u>54,183,897</u>
Expenditures:				
Current:				
General government	4,596,577	5,178,035	5,356,449	6,958,826
Public safety	14,734,093	17,829,372	18,320,238	17,536,369
Public works	5,755,348	5,869,224	6,416,556	6,020,703
Community development	2,401,704	2,834,550	5,057,885	3,159,634
Culture and recreation	6,249,210	6,275,252	6,867,778	7,076,266
Library	-	-	-	-
Parks and recreation	-	-	-	-
Capital outlay	11,310,554	10,414,349	14,986,952	9,629,088
Debt service:				
Principal	4,627,379	5,230,643	5,741,552	6,295,335
Interest and fiscal agent charges	3,202,770	3,815,653	3,558,020	3,901,892
Debt issuance costs	-	-	-	-
Total expenditures	<u>52,877,635</u>	<u>57,447,078</u>	<u>66,305,430</u>	<u>60,578,113</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(7,463,808)</u>	<u>(7,478,675)</u>	<u>(15,484,231)</u>	<u>(6,394,216)</u>
Other financing sources (uses):				
Transfers in	6,214,654	8,009,497	12,017,189	10,673,496
Transfers out	(6,486,563)	(8,288,086)	(12,160,098)	(10,377,827)
Issuance of leases payable	-	-	-	-
Issuance of bonds	24,243,570	18,715,000	30,051,092	4,965,000
Payment to refunded bonds escrow agent	(10,009,448)	(11,047,964)	(23,304,563)	-
Premium	2,527,764	2,131,755	3,282,340	214,037
Sale of capital assets	-	-	-	-
Total other financing sources (uses)	<u>16,489,977</u>	<u>9,520,202</u>	<u>9,885,960</u>	<u>5,474,706</u>
Net change in fund balances	<u>\$ 9,026,169</u>	<u>\$ 2,041,527</u>	<u>\$ (5,598,271)</u>	<u>\$ (919,510)</u>
Debt service as a percentage of non-capital expenditures (1)	15.47%	19.75%	19.22%	19.84%

(1) There are some capital expenditures reported in various functional expenditure line items and are included in this calculation.

Table 4

2018	2019	2020	2021	2022	2023
\$ 25,189,670	\$ 27,469,423	\$ 29,671,220	\$ 30,249,531	\$ 31,487,575	\$ 34,417,908
18,729,392	19,878,538	21,650,326	25,256,946	28,377,992	30,182,246
3,249,704	3,353,554	3,386,680	3,571,813	3,793,789	3,995,654
1,351,498	1,408,566	1,855,309	1,600,238	1,421,318	1,432,439
1,022,835	535,884	1,421,536	4,324,083	3,331,989	6,127,900
1,445,053	1,116,297	600,142	1,557,088	948,701	884,397
227,283	859,829	1,104,396	1,224,829	995,633	895,153
4,046,803	4,191,285	4,631,276	3,921,001	5,057,344	6,382,068
920,364	1,535,153	731,941	62,310	(405,313)	2,889,432
308,858	274,053	164,269	275,019	618,527	459,240
27,947	686,010	48,425	59,962	69,999	121,551
1,787,707	1,635,999	937,024	1,809,495	1,842,139	1,118,505
58,307,114	62,944,591	66,202,544	73,912,315	77,539,693	88,906,493
7,467,748	8,133,737	9,344,073	7,245,026	7,945,627	8,364,483
19,465,973	18,304,389	20,336,457	24,097,823	28,777,056	33,535,061
6,807,958	6,711,307	6,196,124	6,212,409	7,358,473	8,738,881
5,449,827	5,189,610	4,010,870	5,000,187	5,855,292	7,336,498
7,186,446	7,200,075	6,707,818	7,257,408	-	-
-	-	-	-	1,425,891	1,701,953
-	-	-	-	6,841,115	8,238,979
5,084,668	9,574,077	12,831,619	14,252,846	11,661,005	37,814,845
663,791	7,270,453	7,727,653	8,182,255	7,302,472	7,857,118
3,536,470	3,946,604	3,816,809	3,709,678	3,392,116	3,447,403
173,355	123,526	152,729	-	160,505	523,259
55,836,236	66,453,778	71,124,152	75,957,632	80,719,552	117,558,480
2,470,878	(3,509,187)	(4,921,608)	(2,045,317)	(3,179,859)	(28,651,987)
6,990,660	8,750,700	9,658,184	16,309,887	19,039,100	14,505,226
(7,289,423)	(9,439,453)	(11,460,452)	(19,077,270)	(15,296,854)	(15,333,559)
631,520	-	-	-	-	-
13,745,000	7,415,000	8,005,000	-	8,095,000	31,770,000
-	-	(5,304,194)	-	-	-
278,976	727,114	1,585,693	-	675,003	1,555,215
212,088	-	1,872,402	-	462,718	108,468
14,568,821	7,453,361	4,356,633	(2,767,383)	12,974,967	32,605,350
\$ 17,039,699	\$ 3,944,174	\$ (564,975)	\$ (4,812,700)	\$ 9,795,108	\$ 3,953,363
18.71%	20.20%	19.54%	19.22%	15.40%	10.63%

City of Burleson, Texas

Assessed and Estimated Actual
Value of Taxable Property (Unaudited)
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

Table 5

Fiscal Year	Residential Property	Industrial/ Commercial Property	Mineral Reserves	Less: Tax-Exempt Property	Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Taxable Assessed Value as a Percentage of Actual Taxable Value
2014	\$ 2,039,186,901	\$ 723,992,280	\$ 84,403,921	\$ 358,372,460	\$ 2,489,210,642	0.6900	\$ 2,488,710,642	100.0%
2015	2,237,761,861	730,854,710	184,302,872	369,333,494	2,783,585,949	0.7400	2,783,585,949	100.0%
2016	2,423,710,740	809,276,528	160,436,595	381,084,153	3,012,339,710	0.7400	3,012,339,710	100.0%
2017	2,770,858,176	865,977,924	42,719,357	435,249,706	3,244,305,751	0.7350	3,244,305,751	100.0%
2018	3,151,831,317	889,341,356	43,348,115	452,988,413	3,631,532,375	0.7350	3,631,532,375	100.0%
2019	3,561,153,075	939,220,256	50,736,216	543,091,182	4,008,018,365	0.7350	4,008,018,365	100.0%
2020	3,818,515,400	1,045,167,320	84,822,524	555,160,175	4,393,345,069	0.7200	4,393,345,069	100.0%
2021	4,106,205,404	1,180,701,936	52,344,989	631,482,062	4,707,770,267	0.7111	4,707,770,267	100.0%
2022	4,480,842,613	1,175,303,208	44,893,534	637,057,424	5,063,981,931	0.6859	5,063,981,931	100.0%
2023	5,350,824,672	1,280,170,658	75,817,913	665,146,032	6,041,667,211	0.6572	6,041,667,211	100.0%

Source: Johnson County Appraisal District

Note: Property in the city is reassessed each year. Property is assessed at actual value; therefore, the assessed values are equal to actual value.

City of Burleson, Texas

Direct and Overlapping Property Tax Rates (Unaudited) Last Ten Fiscal Years

Table 6

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
OVERLAPPING RATES										
Tarrant County	0.2640	0.2640	0.2640	0.2540	0.2440	0.2340	0.2340	0.2340	0.2290	0.2240
Tarrant County Hospital District	0.2279	0.2279	0.2279	0.2279	0.2244	0.2244	0.2244	0.2244	0.2244	0.2244
Tarrant County College	0.1495	0.1495	0.1495	0.1447	0.1401	0.1361	0.1302	0.1302	0.1302	0.1302
Tarrant County Regional Water District	0.0200	0.0200	0.0200	0.0194	0.0194	0.0194	0.0287	0.0287	0.0287	0.0269
Johnson County	0.3712	0.4054	0.4077	0.4227	0.4417	0.4417	0.3847	0.3847	0.3797	0.3350
Burleson Independent School District	1.5400	1.5400	1.5400	1.5400	1.6700	1.6700	1.5684	1.5383	1.4946	1.2575
Joshua Independent School District	1.4900	1.4200	1.6000	1.6100	1.6000	1.5200	1.4400	1.3960	1.2900	1.0872
Crowley Independent School District	1.6700	1.6500	1.6500	1.6500	1.6700	1.6700	1.5684	1.5398	1.4841	1.2575
CITY DIRECT RATES										
Operating & Maintenance	0.5278	0.5278	0.5278	0.5228	0.5228	0.5228	0.5106	0.5187	0.4974	0.4649
Interest & Sinking	0.1622	0.2122	0.2122	0.2122	0.2122	0.2122	0.2094	0.1924	0.1885	0.1923
Total Direct Rate	0.6900	0.7400	0.7400	0.7350	0.7350	0.7350	0.7200	0.7111	0.6859	0.6572

Sources: Tarrant Appraisal District, Johnson County Tax Office, City records

Note: All rates per \$100 assessed value

Totals are not provided for columns since they would be meaningless.

Some of the jurisdictions are mutually exclusive

City of Burleson, Texas

Principal Property Taxpayers (Unaudited)
Current Year and Nine Years Ago

Table 7

Taxpayer	2023			2014		
	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation	Taxable Assessed Valuation	Rank	Percentage of Total Taxable Assesed Valuation
Shannon Creek Apartments II LLC	\$ 68,692,258	1	1.14 %			
Burleson Gateway Station LP	39,398,255	2	0.65			
Wagner Smith Equipment Co.	37,855,479	3	0.63	\$ 21,563,213	4	0.87% %
TEP Barnett USA LLC	34,994,109	4	0.58			
Burleson Cold Storage II LP	33,157,933	5	0.55			
ABBY Burleson LLC	29,886,492	6	0.50			
Burleson Cold Storage LP	25,163,877	7	0.42			
TJC DFW Vercanta LLC	24,871,335	8	0.41			
Burleson Commons LLC	22,745,933	9	0.38			
Abby Burleson MF LLC	22,328,637	10	0.37			
XTO Energy LLC	-		-	55,425,011	1	2.23%
Devon Energy Production CO LP	-		-	54,447,430	2	2.19%
Chesapeake Operating LP	-		-	50,758,477	3	2.04%
Barnett Gathering LP	-		-	15,958,653	5	0.64%
RAVC Apartments LP	-		-	15,808,651	6	0.64%
HEB Grocery Company LP	-		-	14,398,974	7	0.58%
Encore MF Burleson LP	-		-	13,440,908	8	0.54%
Dolce Living at Burleson	-		-	13,341,715	9	0.54%
Dragon Products	-		-	12,853,892	10	0.52%
Total	<u>\$ 339,094,308</u>		<u>5.63 %</u>	<u>\$267,996,924</u>		<u>10.79% %</u>

Source: Johnson County Appraisal District/Tarrant County Appraisal District

City of Burleson, Texas

Property Tax Levies and Collections (Unaudited)
Last Ten Fiscal Years

Table 8

Fiscal Year Ended 9/30	Actual Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collection in Subsequent Years	Total Collections to Date	
			Amount	Percentage of Levy		Amount	Percentage of Levy
2014	2013	\$ 16,528,604	\$ 16,348,465	98.91%	161,390	\$ 16,509,855	99.89%
2015	2014	19,537,616	19,313,610	98.85%	119,028	19,432,638	99.46%
2016	2015	20,896,042	20,713,371	99.13%	74,875	20,788,246	99.48%
2017	2016	22,079,157	21,915,940	99.26%	35,962	21,951,902	99.42%
2018	2017	24,363,253	24,227,984	99.44%	48,184	24,276,168	99.64%
2019	2018	26,776,792	26,583,649	99.28%	86,510	26,670,159	99.60%
2020	2019	28,878,855	28,571,233	98.93%	22,239	28,593,472	99.01%
2021	2020	29,922,991	29,874,354	99.84%	32,536	29,906,890	99.95%
2022	2021	31,353,198	31,152,307	99.36%	25,571	31,177,878	99.44%
2023	2022	34,224,910	34,074,994	99.56%	27,398	34,102,392	99.64%

Sources: Johnson County Tax Office reports

City of Burleson, Texas

Ratios of Outstanding Debt by Type and General Bonded Debt Outstanding (Unaudited) Last Ten Fiscal Years

Fiscal Year	GOVERNMENTAL ACTIVITIES						BUSINESS-TYPE ACTIVITIES	
	General Obligation Bonds	Certificates of Obligation (1)	Sales Tax Revenue Bonds	Leases	Subscription Liabilities	Unamortized Premium	General Obligation Bonds	Certificates of Obligation
2014	\$ 49,584,570	\$ 33,800,000	\$ 5,140,000	\$ 621,676	\$ -	\$ 3,149,960	\$ 11,770,430	\$ 23,220,000
2015	55,518,570	31,685,000	4,490,000	520,372	-	4,790,377	21,561,430	22,520,000
2016	68,653,213	20,895,000	3,815,000	419,067	-	8,325,210	24,816,787	24,050,000
2017	73,129,176	23,256,570	3,179,150	297,396	-	7,418,969	24,159,171	31,672,038
2018	63,172,356	33,695,000	2,380,000	806,613	-	6,599,717	20,087,644	36,690,000
2019	58,076,855	39,880,000	1,615,000	624,426	-	6,294,038	17,638,144	39,665,000
2020	52,038,785	41,875,000	825,000	523,326	-	6,846,544	15,266,215	42,015,000
2021	46,569,428	40,045,000	-	465,429	-	5,704,181	17,250,572	35,795,000
2022	42,596,857	44,870,000	-	405,528	-	5,388,903	14,333,143	39,730,000
2023	46,036,714	65,405,000	-	343,553	1,058,729	6,005,511	11,323,286	46,540,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) Includes certificate of obligation secured by a combination of property and sales tax revenue.

(2) Includes governmental activities and business-type activities debt.

(3) See Table 13 for population and personal income data.

Table 9

BUSINESS-TYPE ACTIVITIES					
Leases	Water Revenue Bonds	Unamortized Premium	Total Primary Government (2)	Percentage of Personal Income (3)	Per Capita (3)
\$ 17,198	\$ 12,340,000	\$ 1,254,735	\$140,898,569	12.23%	\$ 3,461
14,653	6,520,000	2,860,630	150,481,032	12.80%	3,651
12,108	3,655,000	3,548,319	158,189,704	13.02%	3,717
8,937	3,582,475	3,349,611	170,053,493	13.17%	3,868
5,748	3,285,000	3,028,819	169,750,897	12.30%	3,784
2,326	2,708,028	3,002,559	169,506,376	11.44%	3,716
-	2,900,000	3,267,486	165,557,356	10.63%	3,557
-	2,700,000	2,771,511	151,301,121	8.94%	2,993
-	2,495,000	2,842,740	152,662,171	9.51%	3,040
-	2,285,000	2,860,670	181,858,463	9.58%	3,517

City of Burleson, Texas

Net General Bonded Debt Outstanding (Unaudited)

Last Ten Fiscal Years

Fiscal Year	GOVERNMENTAL ACTIVITIES				BUSINESS-TYPE ACTIVITIES	
	General Obligation Bonds	Certificates of Obligation (3)	Unamortized Premium	Less: Amounts Available in Debt Service Fund	General Obligation Bonds (3)	Certificates of Obligation (3)
2014	\$ 49,584,570	\$ 33,800,000	\$ 3,149,960	\$ 857,274	\$ 11,770,430	\$ 26,220,000
2015	55,518,570	31,685,000	4,790,377	873,316	21,561,430	22,520,000
2016	68,653,213	20,895,000	8,325,210	815,726	24,816,787	24,050,000
2017	73,129,176	23,256,570	7,418,969	821,623	22,564,073	30,030,000
2018	63,172,356	33,695,000	6,599,717	935,135	20,087,644	36,690,000
2019	58,076,856	39,880,000	6,294,038	526,482	17,638,144	39,665,000
2020	52,038,785	41,875,000	6,846,544	2,398,153	15,266,215	42,015,000
2021	46,569,428	40,045,000	5,704,181	2,241,124	17,250,572	35,795,000
2022	42,596,857	44,870,000	5,388,903	2,521,806	14,333,143	39,730,000
2023	46,036,714	65,405,000	6,005,511	5,251,592	11,323,286	46,540,000

Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) See Table 5 for taxable value of property data.

(2) See Table 13 for population and personal income data.

(3) Includes debt secured by a combination tax and revenue pledge.

(4) These bonds are serviced completely by revenue streams other than general property taxes.

Table 10

BUSINESS-TYPE ACTIVITIES			Net General Bonded Debt Outstanding	Percentage of Actual Property Value (1)	Per Capita (2)
Unamortized Premium	Total General Bonded Debt	Less: Self-supported Debt (4)			
\$ 1,254,735	\$124,922,421	\$ 66,191,289	\$ 58,731,132	2.36%	\$ 1,443
2,860,630	138,062,691	73,906,740	64,155,951	2.30%	1,557
3,548,319	149,472,803	70,561,740	78,911,063	2.62%	1,854
3,349,611	158,926,776	72,145,034	86,781,742	2.67%	1,974
3,028,819	162,338,401	83,101,740	79,236,661	2.44%	1,766
3,002,559	164,030,115	90,211,289	73,818,826	1.84%	1,618
3,267,486	158,910,877	73,562,446	85,348,431	1.94%	1,834
2,771,511	145,894,568	68,218,869	77,675,699	1.59%	1,450
2,842,740	147,239,837	85,172,633	62,067,204	1.53%	1,236
2,860,670	172,919,589	108,414,374	56,509,361	1.32%	1,093

THE CITY OF
BURLESON
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City of Burleson, Texas

Direct and Overlapping
Governmental Activities Debt (Unaudited)
September 30, 2023

Table 11

<u>Governmental Unit</u>	<u>Debt Outstanding</u>	<u>Estimated Percent Applicable (1)</u>	<u>Estimated Share of Direct and Overlapping Debt</u>
City of Burleson	\$111,441,714	100%	\$ 111,441,714
Johnson County	17,495,000	22.40%	3,918,880
Tarrant County	376,120,000	0.35%	1,316,420
Tarrant County Hospital District	448,410,000	0.35%	1,569,435
Tarrant County Junior College District	591,230,000	0.35%	2,069,305
Burleson ISD	277,643,537	61.76%	171,472,648
Joshua ISD	85,870,000	24.90%	<u>21,381,630</u>
Total overlapping debt			<u>\$ 201,728,318</u>
Total direct and overlapping debt			<u>\$ 313,170,032</u>
Per capita direct and overlapping debt			<u>\$ 6,056</u>

(1) Overlapping percentage calculated as follows:

<u>Overlapping portion of the government's tax base</u>
<u>Total tax base of the overlapping government</u>

Population: 51,715

Source: Hilltop Securities

City of Burleson, Texas

Pledged – Revenue Bond Water and Sewer Coverage (Unaudited)

Last Ten Fiscal Years

WATER AND SEWER DEBT

Fiscal Year	Gross Revenues(1)	Direct Operating Expenses (2)	Net Revenue Available for Debt Service	Revenue Bonds	
				Debt Service	
				Principal	Interest
2014	\$ 17,263,299	\$ 10,908,767	\$ 6,354,532	\$ 400,000	\$ 492,016
2015	17,792,538	11,053,011	6,739,527	1,070,000	492,014
2016	18,593,177	10,989,736	7,603,441	890,000	365,595
2017	19,789,388	10,568,950	9,220,438	185,000	118,625
2018	22,369,878	11,552,023	10,817,855	185,000	114,925
2019	23,030,483	12,765,375	10,265,108	190,000	111,175
2020	22,316,565	12,719,362	9,597,203	195,000	106,838
2021	21,935,286	12,878,090	9,057,196	200,000	101,900
2022	24,505,013	13,749,990	10,755,023	205,000	96,325
2023	26,288,132	24,353,880	1,934,252	210,000	90,100

Notes:

- (1) Includes operating revenues and investment income from Table C-2
- (2) Direct operating expenses are total operating expenses excluding depreciation expense and net pension obligation expense.

Table 12

WATER AND SEWER DEBT							
Revenue Bonds			Combination Tax & Revenue Bonds				Total Water & Sewer Bond Coverage
Debt Service		Debt Service					
Total	Coverage	Principal	Interest	Total	Coverage		
\$ 892,016	7.12	\$ 1,040,000	\$ 777,845	\$ 1,817,845	3.50	2.34	
1,562,014	4.31	1,250,000	871,317	2,121,317	3.18	1.83	
1,255,595	6.06	1,450,000	924,667	2,374,667	3.20	2.09	
303,625	30.37	1,420,000	941,453	2,361,453	3.90	3.46	
299,925	36.07	1,475,000	1,115,842	2,590,842	4.18	3.74	
301,175	34.08	1,495,000	1,429,433	2,924,433	3.51	3.18	
301,838	31.80	1,740,000	1,517,402	3,257,402	2.95	2.70	
301,900	30.00	1,950,000	1,489,023	3,439,023	2.63	2.42	
301,325	35.69	1,675,000	1,324,769	2,999,769	3.59	3.26	
300,100	6.45	1,925,000	1,503,142	3,428,142	0.56	0.52	

City of Burleson, Texas

Demographic and Economic Statistics (Unaudited) Last Ten Fiscal Years

Table 13

Fiscal Year	Population (1)	Personal Income (thousands of dollars) (2)	Per Capita Income (6)	Median Age (3)	Public School Enrollment (4)	Unemployment Rate (5)
2014	40,714	\$ 1,152,369	\$ 28,304	33.0	10,618	3.9%
2015	41,213	1,175,807	28,530	33.0	11,363	3.2%
2016	42,560	1,214,833	28,544	32.9	11,376	3.1%
2017	43,960	1,291,589	29,381	32.8	11,748	3.2%
2018	44,860	1,380,162	30,766	33.0	12,054	3.2%
2019	45,620	1,481,783	32,481	33.0	12,440	2.9%
2020	46,540	1,557,461	33,465	33.0	12,775	6.9%
2021	47,730	1,597,284	33,465	35.3	12,474	4.0%
2022	50,210	1,606,017	31,986	35.3	12,532	2.9%
2023	51,715	1,897,941	36,700	35.4	12,631	3.3%

Sources: (1) North Central Texas Council of Governments(Census 2000 information average)
 (2) Personal Income is derived by multiplying per capita income by the estimated population
 (3) City of Burleson Economic Development
 (4) Burleson Independent School District
 (5) Texas Workforce Commission
 (6) U.S. Census Bureau

City of Burleson, Texas
Principal Employers (Unaudited)
Current Year and Nine Years Ago

Table 14

Employer	2023			2014		
	Employees	Rank	Percent	Employees	Rank	Percent
Burleson Independent School District	1,600	1	7.76 %	1,603	1	11.71 %
Wal-Mart	480	2	2.33	420	2	3.07
City of Burleson	459	3	2.23	385	3	2.81
H.E.B. Grocery	400	4	1.94	380	4	2.78
Jellystone RV Ranch/Pirates Cove	400	5	1.94			
Air Center Helicopter	350	6	1.70			
Golden State Foods	320	7	1.55			
Champion Buildings Mfg	300	8	1.46	319	5	2.33
Hayes & Stolz	150	9	0.73			
Basden Steel	140	10	0.68	150	7	1.10
Target				155	6	1.13
Lowe's				145	8	1.06
KWS Manufacturing				133	9	0.97
Thomas Conveyor Mfg				117	10	0.86
Total	4,599		22.32 %	3,807		27.82 %

Source: City of Burleson Economic Development Department (JobsEQ Report)

City of Burleson, Texas
Full-Time Equivalent City Government Employees
By Function/Program (Unaudited)
Last Ten Fiscal Years

	2014	2015	2016	2017
<u>Function/Program</u>				
General government and Administration				
City manager's office	4.00	4.00	5.00	4.00
City secretary's office	3.50	4.50	5.00	4.00
Support Services	1.00	1.00	1.00	1.00
Records management	1.00	1.00	1.00	1.00
Information technology	8.00	8.00	8.00	8.00
Economic development	2.00	2.00	2.50	2.50
Human resources	3.00	4.00	4.00	4.00
Communications	1.00	1.00	1.00	2.00
Library	11.50	12.50	11.00	11.00
Judicial	0.50	0.50	1.50	1.00
Legal	1.00	1.00	1.00	1.00
Finance	9.00	9.00	8.00	8.00
Purchasing	1.00	1.00	1.00	1.00
Public Safety				
Police	82.00	78.50	84.00	84.50
Dispatch**	-	-	-	-
Fire	36.00	38.00	40.00	48.00
Fire prevention	2.00	3.00	3.00	3.00
Emergency Services	-	-	-	-
Municipal court	6.50	8.00	3.00	4.00
Marshals Service	-	-	3.00	3.00
Public Works				
Public works administration	5.00	5.00	6.00	6.00
Street maintenance	18.00	17.00	17.00	18.00
Neighborhood services	2.00	2.00	2.00	2.00
Animal services	5.00	5.00	5.00	5.50
Environmental services	1.00	1.00	1.50	2.00
Facility maintenance	2.00	2.00	3.00	5.00
Planning	4.00	4.00	5.00	5.00
Building code enforcement	6.50	9.00	9.00	9.00
Community development	3.00	2.00	2.50	2.50
Engineering	9.00	9.00	12.00	12.00
Parks & Recreation				
Parks & recreation administration	2.00	3.00	2.00	2.00
Recreation	34.70	42.20	41.90	38.10
Park maintenance	11.00	11.50	12.00	12.00
Senior citizens center	2.00	2.00	2.00	2.00
Atheltic Fields	9.10	9.20	8.80	8.10
Russell Farm	1.00	1.00	1.00	1.00
Enterprise Operations and Administration				
Water/Wastewater				
Water & sewer services	19.00	19.00	21.00	21.00
Utility billing	8.00	8.00	8.00	8.00
Hidden Creek Golf Course				
Golf course administration	1.00	1.00	2.00	2.00
Golf course club house & pro shop	6.25	6.25	6.50	6.50
Golf course maintenance	7.00	6.00	8.50	9.00
Golf course food & beverage	4.50	4.50	4.30	4.20
Solid Waste	1.00	2.00	1.00	1.00
Internal Service Operations				
Equipment services	5.00	4.00	3.00	3.00
Total	340.05	352.65	368	375.9

*Source: City of Burleson Adopted Annual Operating Budget (beginning in FY 2019)

**Dispatch separated from Police into separate department beginning in FY2021

Table 15

2018	2019*	2020*	2021*	2022*	2023*
4.00	4.00	3.00	3.00	3.00	2.00
4.00	4.00	4.00	3.00	3.00	3.00
1.00	1.00	-	-	-	-
1.00	1.00	1.00	1.00	1.00	1.00
9.00	10.00	10.00	10.00	11.00	12.00
2.50	2.00	2.00	3.00	3.00	3.00
4.00	4.00	4.00	5.00	6.00	6.00
2.00	2.50	4.00	4.00	4.50	4.50
11.00	12.00	12.00	11.00	11.00	12.00
-	-	-	-	0.50	0.50
1.00	1.00	1.00	1.00	1.00	1.00
8.00	9.00	9.00	10.00	10.00	10.00
1.00	1.00	1.00	1.00	1.00	2.00
85.50	90.76	95.76	86.50	92.50	100.50
-	-	-	19.26	19.26	22.26
48.00	49.00	49.00	49.00	56.00	67.00
3.00	3.00	4.00	4.00	4.00	-
-	1.00	1.00	1.00	1.00	-
4.00	4.00	4.00	4.00	4.00	4.00
3.00	3.00	3.00	3.00	3.00	2.00
6.00	6.00	6.00	6.00	6.00	7.00
17.00	17.00	20.00	22.00	22.00	23.00
2.00	2.00	2.00	2.00	1.00	1.00
5.50	5.00	5.50	5.50	5.50	6.00
2.00	2.00	3.00	3.00	2.00	2.00
5.00	5.00	5.00	5.00	5.00	5.00
5.00	4.00	4.00	3.00	3.00	3.00
10.00	10.00	10.00	10.00	12.00	12.00
2.50	5.00	4.00	2.00	2.00	2.00
12.00	11.50	10.00	10.00	12.00	14.00
2.00	2.00	2.00	1.00	1.00	2.00
38.60	42.26	42.26	43.76	45.76	44.76
12.00	11.91	11.91	11.91	14.91	15.41
3.00	2.84	2.84	2.84	2.84	2.84
7.10	8.83	8.83	7.83	8.83	8.83
1.40	2.28	2.28	2.28	2.28	2.28
21.00	21.00	21.00	21.00	21.00	24.00
8.00	8.00	8.00	8.00	9.00	11.00
2.00	2.00	2.00	1.00	-	-
6.50	6.80	6.80	6.80	6.80	6.80
9.00	8.68	8.68	7.68	7.68	7.68
4.20	4.19	4.19	4.19	4.19	4.19
1.00	1.00	-	-	-	-
3.00	3.00	3.00	4.00	4.00	5.00
377.8	394.55	401.05	409.55	433.55	462.55

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Table 16

Schedule of Insurance Policies in Force (Unaudited) As of September 30, 2023

	AM Best Rating	Policy Number	Policy Period	Coverage	Deductibles	Liability Limits
Texas Municipal League Intergovernmental Risk Pool	A++	3511	10/1/2022 9/30/2023	General Liability	-	\$ 1,000,000
				Real & Personal Property	\$ 2,500	173,678,342
				Flood	25,000	5,000,000
				Earthquake	25,000	10,000,000
				Boiler and Machinery	2,500	100,000
				Mobile Equipment	500	3,545,121
				Auto Liability	-	1,000,000
				Auto Physical Damage	1,000	Per schedule
				Law Enforcement Liability	1,000	4,000,000
				Errors & Omissions	5,000	4,000,000
				Public Employee Dishonesty	250	500,000
				Theft Disappearance and Destruction	100	20,000
				Computer Fraud	50,000	100,000
				Workers' Compensation	N/A	N/A

Source: Claims administrators - TML Claims, 18601 LBJ Freeway, Suite 210, Tower East Tower, Mesquite, TX 75150

City of Burleson, Texas

Operating Indicators by Function/Program (Unaudited) Last Ten Fiscal Years

	2014	2015	2016	2017	2018
Public safety					
Police					
Total calls	83,937	82,340	72,900	63,460	59,062
Arrests	1,050	1,077	1,089	1,045	1,107
Traffic enforcement	8,981	6,470	6,312	11,374	8,733
Fire					
Number of calls for service	3,821	4,121	4,338	4,491	4,274
Inspections	2,719	3,957	4,012	2,895	1,427
Animal Control					
Animals Adopted	426	478	457	564	719
Animals Impounded	1,907	1,942	2,041	2,352	1,777
Environmental Health					
Permits ¹	-	-	-	265	294
Inspections	131	162	182	521	507
Community Development					
Permits Issued ³	4,734	4,826	7,088	4,829	4,844
Inspections Made	13,827	15,071	15,186	14,225	13,104
Parks and Recreation					
Recreation					
Special Event Participants	28,415	38,181	41,300	44,225	44,500
Senior Citizen Participants ⁴	35,124	33,535	37,688	36,450	35,247
Library					
Books in Collection	66,435	70,545	70,828	70,210	68,980
Materials borrowed ²	432,189	413,732	436,033	333,290	338,654
Water and Sewer					
Number of water customers	13,501	13,877	14,224	14,432	14,588
Number of sewer connections	13,495	14,087	14,457	14,513	14,849
Gas Well					
Number of Permits	7	-	-	-	-
Number of Pad Site Inspections ⁵	6,032	3,033	2,964	3,380	3,276

Notes:

- (1) All permits collected by Tarrant County Health Department prior to June 2020.
- (2) Beginning 2017, Library discontinued counting in-house circulations.
- (3) Permits issued include building, fire prevention, and garage sales.
- (4) People counters installed in 2019 to track attendance.
- (5) Frequency of Gas Well Pad Site Inspections changed beginning in 2019.

Source: Various City Departments

Table 17

2019	2020	2021	2022	2023
45,349	44,477	56,916	54,364	57,780
1,210	1,276	1,221	1,314	1,458
6,672	5,162	7,754	6,864	6,749
4,505	4,473	5,174	6,387	7,105
3,281	2,139	2,170	2,132	2,129
799	674	660	678	699
1,860	1,585	1,697	1,704	1,775
336	334	388	468	525
447	529	670	690	663
4,560	4,610	3,864	4,279	3,970
12,276	15,207	13,495	14,090	13,626
45,200	17,585	19,295	37,161	65,534
55,032	Closed - Covid	14,749	38,195	50,870
65,951	65,107	63,559	53,849	50,207
348,100	287,183	278,508	267,053	296,857
15,185	15,437	15,641	15,908	16,110
15,666	16,050	16,304	16,635	16,972
-	-	-	-	-
1,000	1,000	126	126	126

City of Burleson, Texas

Miscellaneous Statistics (Unaudited)

Last Ten Fiscal Years

		2014	2015	2016	2017
Date of incorporation	May 12, 1912				
Date of charter	April 5, 1989				
Area incorporated	(square miles)	26.17	26.33	28.06	28.21
Form of government	Council/Manager				
Education:					
Attendance centers		15	15	16	16
Number of teachers		675	685	706	759
Number of students		10,618	10,807	11,376	11,748
Miles of streets		181.00	185.17	192.76	196.86
Miles of sewers:					
Sanitary sewers		199.39	202.39	203.38	209.15
Storm sewers		49.70	49.47	50.68	55.74
Culture and recreation:					
Parks - number of acres		463.44	463.44	486.19	477.66
Number of municipal pools		2	2	2	2
Number of lighted ball diamonds		16	16	16	16
Number of community centers		2	2	2	2
Municipal water system:					
Number of water customers		13,501	13,877	14,224	14,432
Daily average consumption (gallons)		4,344,483	4,129,146	4,196,295	4,582,278
System capacity (gallons per day)		14,550,000	17,500,000	17,500,000	17,500,000
Miles of water mains		192.09	205.24	204.72	208.61
Number of fire hydrants		1,431	1,463	1,497	1,553
Municipal sewer system:					
Number of sewer connections		13,495	14,087	14,457	14,513
System capacity (gallons per day)		11,890,000	11,890,000	11,890,000	11,890,000
Number of street lights		1,442	1,457	1,539	1,576

Source: Various City Departments

Table 18

2018	2019	2020	2021	2022	2023
28.28	28.33	28.37	28.39	28.46	29.26
16	17	17	18	18	18
773	780	800	813	828	818
12,054	12,340	12,775	12,474	12,532	12,631
201.10	209.05	212.96	215.45	222.03	223.16
213.42	214.99	215.49	217.59	225.08	227.63
60.17	59.97	60.70	62.48	62.76	66.73
542.8	554.49	565.05	562.1	554.65	555.8
2	2	2	2	2	2
16	18	18	18	18	18
2	2	2	2	2	2
14,588	15,185	15,437	15,641	15,908	16,110
4,928,277	4,354,776	4,544,416	4,502,115	5,256,882	5,587,416
17,500,000	17,500,000	17,500,000	17,500,000	17,500,000	17,500,000
211.44	212.49	216.14	220.73	223.32	227.34
1,568	1,587	1,628	1,661	1,692	1,739
14,849	15,666	16,050	16,304	16,635	16,972
11,890,000	11,890,000	11,890,000	11,890,000	11,890,000	11,890,000
1,588	1,638	1,640	1,638	1,628	1,690

THE CITY OF
BURLESON
TEXAS

City of Burleson, Texas

Single Audit Report
September 30, 2023

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**Independent Auditor's Report on Internal Control
over Financial Reporting and on Compliance and
Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor and
City Council
City of Burleson, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Burleson, Texas (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 28, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified a certain deficiency in internal control that we consider to be a significant deficiency.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2023-001 to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on their response.

The Honorable Mayor and
City Council
City of Burleson, Texas

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
February 28, 2024

**Independent Auditor's Report on Compliance for
Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule
of Expenditures of Federal Awards Required by the Uniform Guidance**

To the Honorable Mayor and
City Council
City of Burleson, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Burleson's (the City's) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

The Honorable Mayor and
City Council
City of Burleson, Texas

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The Honorable Mayor and
City Council
City of Burleson, Texas

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Burleson as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City of Burleson's basic financial statements. We issued our report thereon, dated February 28, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
February 28, 2024

City of Burleson, Texas

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2023

I. Summary of the Auditor's Results:

Financial Statements

- a. An unmodified opinion was issued on the financial statements.
- b. Internal control over financial reporting:
- Material weakness(es) identified? _____ Yes X No
- Significant deficiency(ies) identified that are not
considered a material weakness? _____ X Yes _____ None Reported
- c. Noncompliance material to financial
statements noted? _____ Yes X No

Major Programs

- d. Internal control over major programs:
- Material weakness(es) identified? _____ Yes X No
- Significant deficiency (ies) identified that are not
Considered a material weakness? _____ Yes X None Reported
- e. An unmodified opinion was issued on compliance for the major Federal program.
- f. Any audit findings disclosed that were required to be
reported in accordance with 2 CFR 200.516(a)? _____ Yes X No
- g. Identification of major program:

<u>Program/Cluster Name</u>	<u>Assistance Listing Number</u>	<u>Amount</u>
COVID-19 - American Rescue Plan Act	21.027	\$ 4,942,629
h. The dollar threshold used to distinguish between type A and type B programs.		\$750,000
i. Auditee qualified as a low-risk auditee?	_____ <u> X </u> Yes	_____ No

City of Burleson, Texas
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2023

II. Findings Relating to the Financial Statements Which Are Required To Be Reported in Accordance with *Generally Accepted Government Auditing Standards*:

Finding 2023-001

Recording of Construction Project Costs

Criteria: Audit procedures identified that costs related to various construction projects were improperly recorded in the City's financial statements.

Condition: The City entered into multiple agreements for the construction of assets. During fiscal year 2023, the City contributed approximately \$12.7M to the City of Fort Worth for the construction of a sewer line to be owned and operated by the City of Fort Worth upon completion of the project. The City improperly capitalized this payment. The City also entered into an agreement with a developer for the construction of street infrastructure to be owned by the City upon completion. Project costs incurred on this project as of September 30, 2023, including retainage payable, were not properly accrued as of year end.

() Compliance Finding (X) Significant Deficiency () Material Weakness

Context/Cause: Terms of the agreements were not applied consistently with GAAP and the assets related to the project were either improperly capitalized or improperly excluded from recording to fiscal year 2023.

Effect or Potential Effect: Correcting entries were posted in order to properly recognize the construction projects.

Recommendation: The City should review invoices and agreements entered into to determine the amounts to be recorded to the current fiscal year and to determine if costs incurred should be expensed or capitalized based on ownership of the resulting assets.

Responsible Official's Response: See Corrective Action Plan

III. Findings and Questioned Costs for Federal Awards:

There were no matters reported

City of Burleson, Texas
Summary of Prior Audit Findings
For the Year Ended September 30, 2022

IV. Summary of Prior Year Findings

There were no matters reported

141 West Renfro
Burleson, Texas 76028-4261
817-426-9627

Finding 2023-001: - Recording of Construction Project Costs

In the project budget process, Finance will review the agreement with Project Manager, and ensure the project budgeted in a proper account line. During the routine monthly review of capital expense line items, Staff will take care to review all invoices to determine if these expenses should be capitalized. If it is determined the invoice should not be coded to a capital line, the expense will be reclassified to an operating account. Any invoice that involves an agreement with a developer or other government entity will be reviewed with the Assistant Finance Director to make sure the expense is being treated appropriately. If it is still unclear if the invoice should be capitalized, Staff will consult with the project manager to determine ownership or review with the City's auditor.

Responsible Official: John Butkus
Implementation Date: 2/28/2024

City of Burleson, Texas

Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2023

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal Assistance Listing Number	Pass-through Entity Identifying Number	Expenditures
<u>U.S. Department of Treasury</u>			
Direct Awards			
COVID-19 - American Rescue Plan Act	21.027	N/A	\$ 4,882,629
Total Direct Awards			<u>4,882,629</u>
Passed through Texas Office of the Governor			
COVID-19 - Victims of Crime Act Formula Grant Program	21.027	3780304	60,000
Total Texas Office of the Governor			<u>60,000</u>
Total U.S. Department of Treasury			<u>4,942,629</u>
<u>Institute of Museum and Library Services</u>			
Passed through the Texas State Library and Archives Commission			
ILL Lending Reimbursement Program	45.310	LS-249990-OLS-22	1,793
Total Texas State Library and Archives Commission			<u>1,793</u>
Total Institute of Museum and Library Services			<u>1,793</u>
<u>U.S. Department of Homeland Security</u>			
Passed through Texas Department of Emergency Management			
COVID-19 Vaccine Public Assistance Grant	97.036	4485DRTXP0000001	11,364
Total Texas Department of Emergency Management			<u>11,364</u>
Total U.S. Department of Homeland Security			<u>11,364</u>
Total Expenditures of Federal Awards			<u>\$ 4,955,786</u>

City of Burleson, Texas
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2023

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of the City and is presented on the modified accrual basis of accounting as described in Note 1 to the basic financial statements for the year ended September 30, 2023. The information in the Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The City elected not to use the de minimis indirect cost rate as allowed in the Uniform Guidance, Section 414.

City Council Regular Meeting

DEPARTMENT: City Manager's Office
FROM: Eric Oscarson, Deputy City Manager
MEETING: March 18, 2024

SUBJECT:

Receive a report, hold a discussion, and provide feedback regarding employee engagement initiatives across the City of Burleson. (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The City of Burleson continues to communicate our organization's unwavering commitment to fostering a positive and growing employee culture. As we continue to grow and evolve, it is essential that we prioritize the well-being and satisfaction of our most valuable asset – our employees.

We recognize that a positive workplace culture not only enhances employee morale but also contributes significantly to overall productivity and success. It is with this understanding that our management team is dedicated to implementing initiatives that promote a harmonious and collaborative work environment.

This is created by utilizing “The 5 Cs of Employee Engagement” which include Care, Connect, Coach, Contribute, and Congratulate. The organization is actively engaging staff via multiple avenues, but has also identified additional opportunities for engagement.

Creating a positive employee culture is an ongoing process, and we are committed to continually evaluating and improving our initiatives. Our long standing commitment to create an environment that will recruit, retain, and grow the best talent in the Metroplex is unwavering. Through these programs, our hope is that we continue on this positive trajectory and that we are constantly creating an environment that is conducive to the overall well-being of our employees, and our constituents.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Eric Oscarson
Title: Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Employee Engagement

Staff Presenter: Eric Oscarson, Deputy City Manager

March 18, 2024

City of Burleson Mission Statement

“ To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a ***high-performing city team*** and in a partnership with our Burleson community”



City Manager's Goals

- One of the City Manager's Office goals for this year and beyond is for continuous improvement to the organizational culture and improved morale of all city employees.



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The 5 Cs of Employee Engagement

- Care
- Connect
- Coach
- Contribute
- Congratulate

Source: Gratifi.com

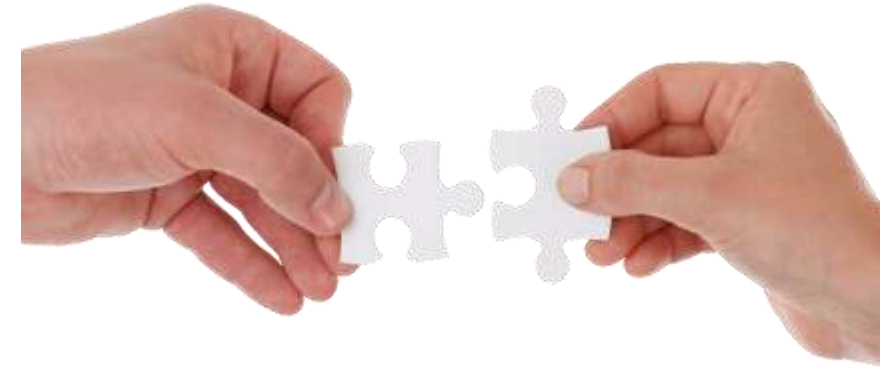
The 5 Cs of Employee Engagement: Care

- In the pursuit of caring for employees, it's important to understand the individual needs and desires of employees. By tailoring support and benefits to meet these needs, organizations can create a more engaged workforce. Caring can manifest in various ways, such as providing flexible work arrangements, mental health support, and recognition of work-life balance.
 - According to a Gallup poll, a staggering 48% of employees are actively disengaged when they don't feel cared for by their employers.
 - This not only affects their work but also leads to what is known as "quiet quitting." Employees may physically be present but mentally checked out.



The 5 Cs of Employee Engagement: Connect

- Connect emphasizes the importance of building strong relationships within the workplace. To improve employee engagement, organizations should encourage open communication and provide opportunities for employees to interact and collaborate. Collaboration technology has a key role in bridging this gap, be it in the form of virtual chat groups, events, or a social wall for all employees exclusive to the organization.
 - According to a Gallup poll, employees who have a best friend at work are seven times more likely to be engaged.
 - Harvard Business Review outlines the 12 elements of emotional intelligence that include “empathy,” as a key trait for establishing connections.



The 5 Cs of Employee Engagement: Coach

- Coaching plays a significant role in helping employees reach their full potential. Coaching can be a powerful tool for retaining and developing talent. When employees receive guidance and support to develop their skills and careers, they are more likely to be engaged and committed to the organization.
- By investing in coaching and mentorship through 360-degree feedback and employee recognition, businesses can nurture their employees' growth and help them realize their potential. This leads to higher job satisfaction and loyalty, ultimately driving employee engagement.



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The 5 Cs of Employee Engagement: Contribute

- Employees want to feel that their work is meaningful and contributes to a larger purpose. Employees are increasingly seeking personal value and meaning in their work. Therefore, connecting performance to the larger organizational mission and goals is essential to make employees feel like their contributions are valued.
- Encouraging employees to actively contribute to the company's goals can also help increase engagement while satisfying the innate human need of employees to contribute to a larger purpose.



The 5 Cs of Employee Engagement: Congratulate

- By creating a culture of recognition and celebrating achievements, employers can motivate their workforce and make employees feel valued. This boosts morale and creates a positive work environment, resulting in higher engagement levels.
 - According to McKinsey, an astounding 87% of companies reported that they were struggling to attract and retain employees.
 - In addition, a survey by Glassdoor has shown that 53% of people would stay longer at their company if they felt appreciated by their boss.



City of Burleson Engagement

City Engagement: Today

- Flexible & Alternative Work Schedules
- Remote Work Opportunities
- Employee Assistance Program
- Expanded Wellness Program to include Volunteer Hours
- Employee Events
 - Food Trucks
 - Public Service Appreciation
 - Health and Wellness Expo
 - Fall Festival
 - Holiday Lunch
- Pickleball/Basketball Lunches
- Mentorship Program (newly implemented)
- Internship Program
- Employee Event Committee
- Employee Benefits Committee
- Meritorious Service Letters
- Service Awards
- Employee of the Quarter/Year

City Engagement: Planned

- Employee Assistance Program geared toward first responders
- Employee Events
 - Golf Outing
 - Employee/Family Picnic
 - Sporting Events
- Internal Social Network
- Increased Training/Leadership Programs
- New Hire Meet and Greets Leadership Ride Alongs
- Expanded Mentorship Program
- Succession Planning
- Implement permanent internship program
- 360 Review Process
- Weekly Report Recognitions
- Lapel pins for on the spot & other recognitions

Next Steps

- Begin implementation of new initiatives over the next year
- Utilize existing wellness funding
- Supplemental Budget Requests as needed to support engagement activities
- Continuous feedback from staff and continuous improvement

Questions Comments

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

City Council Regular Meeting

DEPARTMENT: Finance Department
FROM: Harlan Jefferson, Deputy City Manager
MEETING: March 18, 2024

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the City's current investment process. (Finance Committee recommended approval.) (*Staff Contact: Harlan Jefferson, Deputy City Manager*)

SUMMARY:

During the February 7, 2024, Finance Committee meeting, the Committee made the request to discuss the City's current investment strategy. Investment advisory services are provided by Valley View Consulting, L.L.C., which include the review of the investment policy and consider eligible options. Model cash flows to identify the following:

- Outflow months
- Review current market conditions and consider strategies
- Organize investment provider rate solicitations
- Facilitate settlements
- Provide monthly and quarterly investment reports
- Monitor portfolio and strategy performance

RECOMMENDATION:

Discuss the merits of the current investment strategy and review recommendations from Valley View Consulting, L.L.C., which is as follows:

- Limit cash and pool balances
 - Utilize higher yielding MMA's
- Maintain investment ladder
 - Invest now that tax revenue is collected
 - Place investments to match your cash flow needs
 - Can utilize fewer investments in larger blocks if needed

- Market has likely hit its peak and rates expected to fall
 - Strategy shifts to extending your ladder to lock-in longer term rates
 - Match investment maturities with cash flow needs of the City
 - Maintain investment routine

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

At the February 7, 2021, Finance and Internal Services Committee meeting, (current Finance Committee) the Committee recommended the the use of Investment Advisory Services from Valley View Consulting, L.L.C.

At the June 21, 2021, regular Council meeting, Council approved Valley View Consulting, L.L.C., for Investment Advisory Services for a period of 2 years.

At the August 7, 2023, regular Council meeting, Council approved Valley View Consulting, L.L.C., for investment Advisory Services for a period of 2 years.

At the March 4, 2024, Finance Committee meeting, the Finance Committee recommended approval of the above-referenced recommendation and requested that it be submitted to the City Council.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651



Investment Process

PRESENTED TO THE CITY COUNCIL

MARCH 18, 2024

Investment Advisory Services

- Council approved Investment Advisory Services August 07, 2023
- Valley View Consulting, L.L.C.
- Two year agreement

Investment Process

- Review investment policy and eligible options
- Model cash flows to identify outflow months
- Discuss current market conditions and consider strategies
- Organize investment provider rate solicitations
- Facilitate settlements
- Generate monthly and quarterly investment reports
- Monitor portfolio and strategy performance

Market Yield on U.S. Treasury Securities



Investment Strategy Discussion

- Valley View Consulting, L.L.C. will present their approach and portfolio recommendations



Investment Strategy Discussion



March 4, 2024

Valley View's Approach

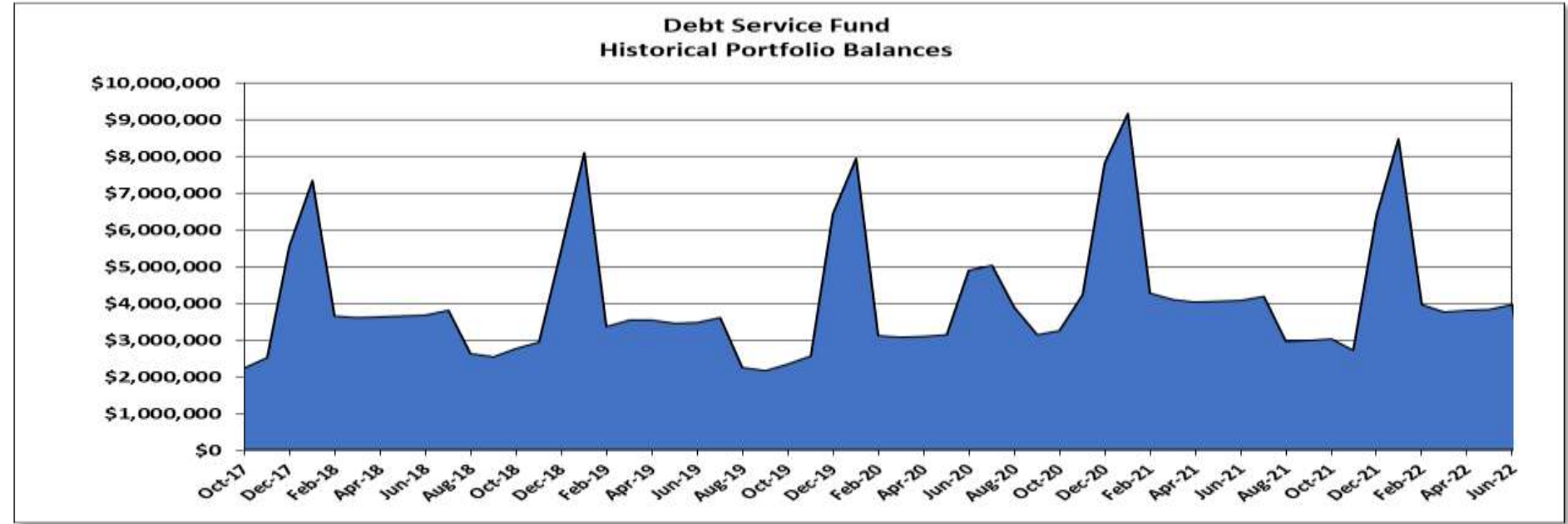
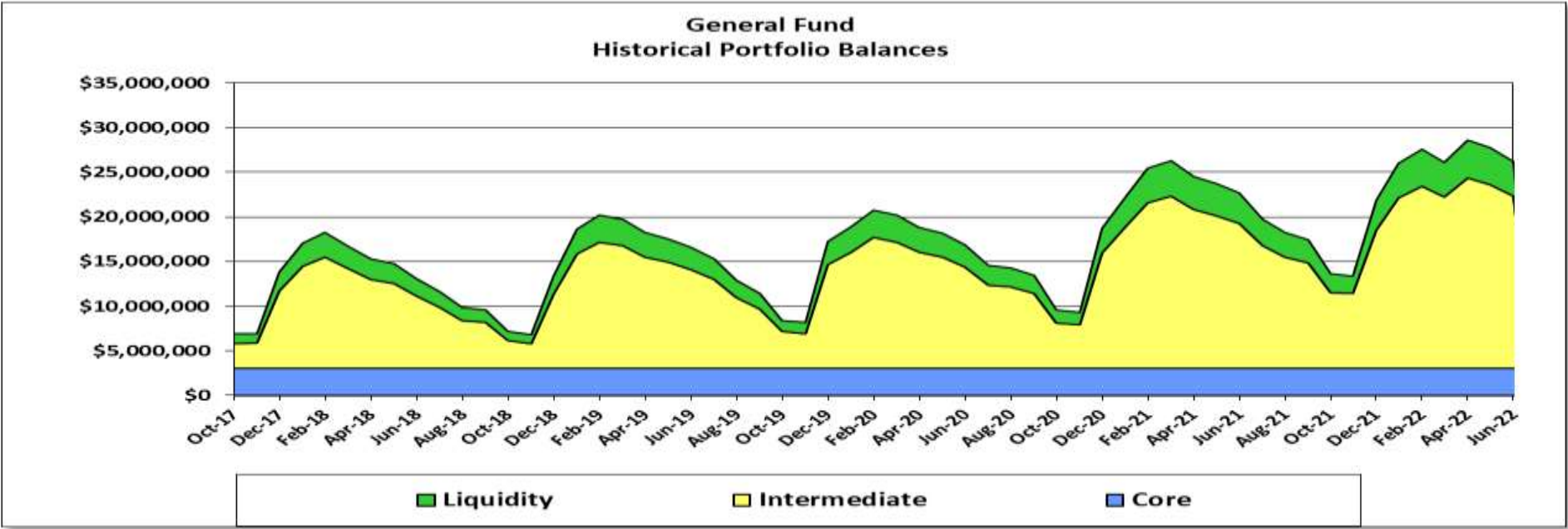
- Non-discretionary Investment Advisory services
- Process includes:
 1. Review Investment Policy and consider eligible options
 2. Model cash flows to identify outflow months/periods
 3. Discuss current market conditions and consider strategies
 4. Organize Investment Provider rate solicitation (Financial Institutions or Broker/Dealers)
 5. Compile solicitation results for City Investment Officer(s)
 6. Facilitate settlement
 7. Generate accounting and Quarterly Investment reports
 8. Monitor portfolio and strategy performance

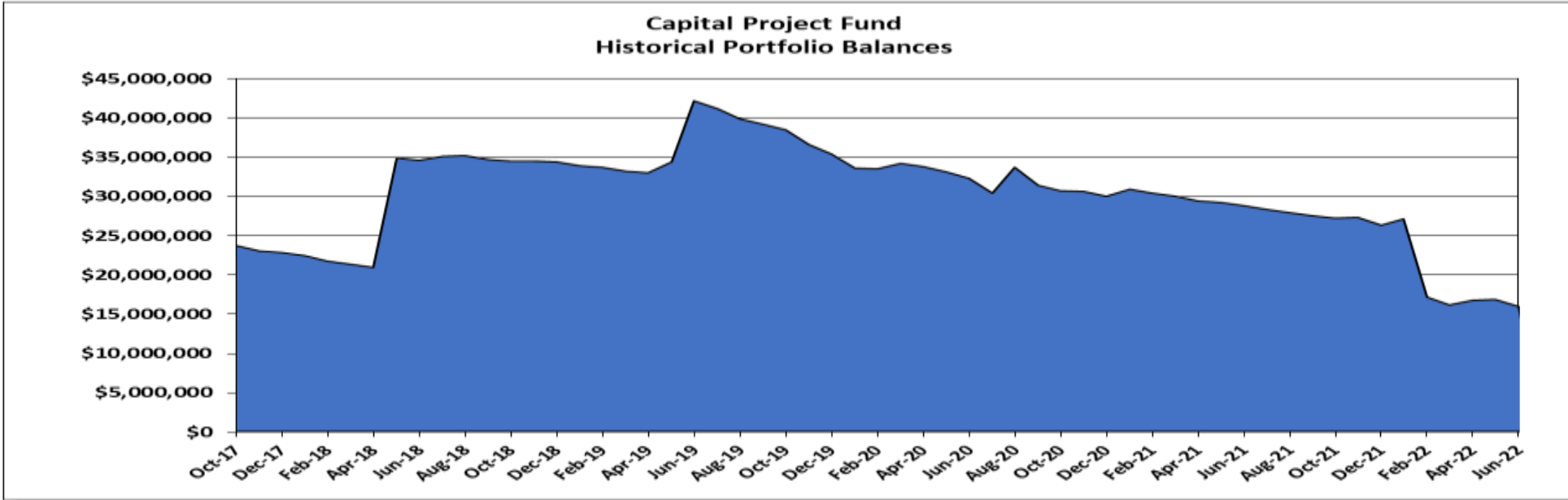
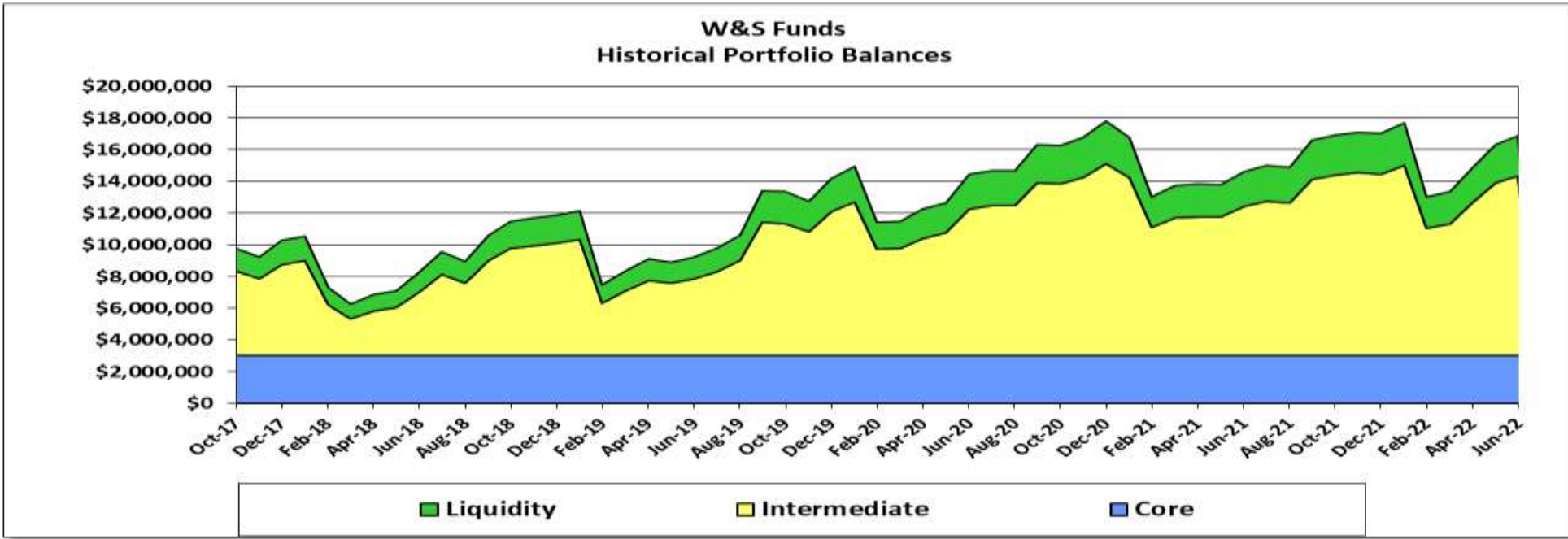


Portfolio Recommendations from 2021

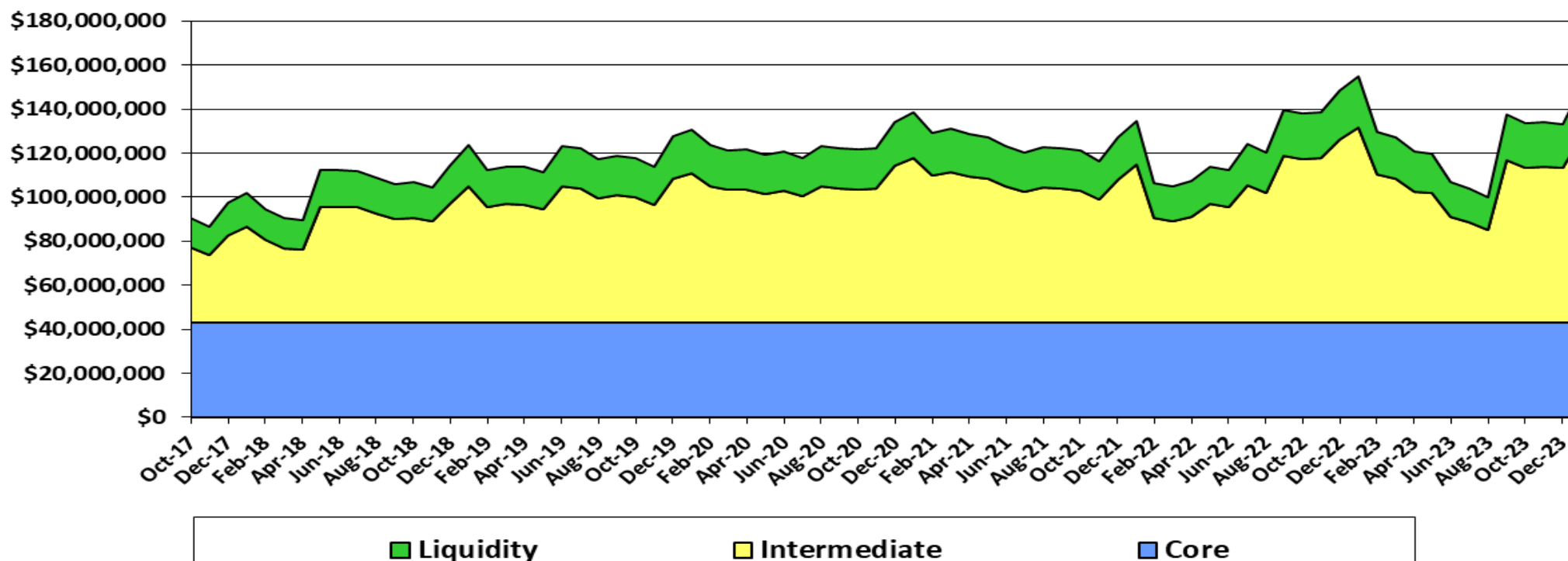
- Limit cash and pool balances
 - Utilize higher yielding MMAs when capacity becomes available
 - Invest in short-term options for more liquid funds
- Maintain investment ladder
 - Invest early as tax revenue comes in
 - Many investors competing for limited investment options
- Market likely in a holding pattern for next two+ years
 - Consider any revenue shortfalls expected with COVID impact
 - Invest along two-year horizon



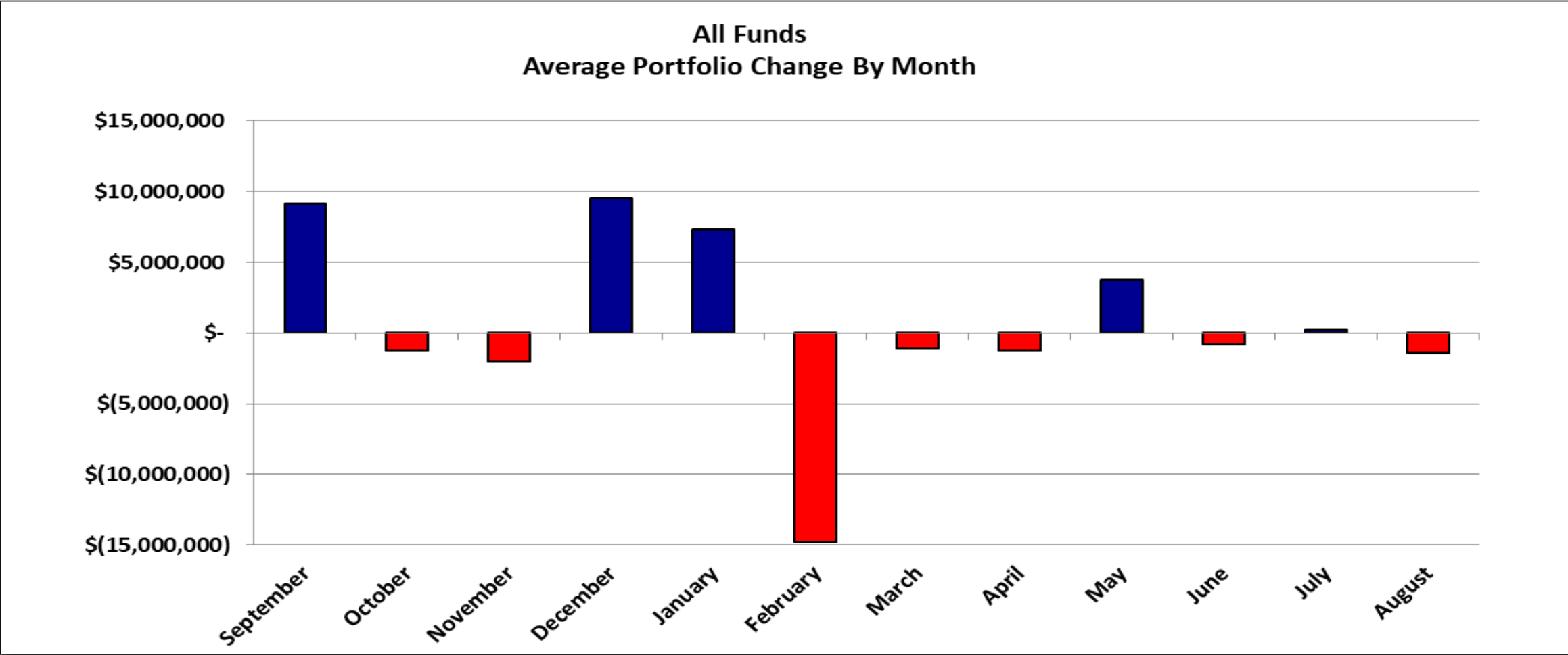




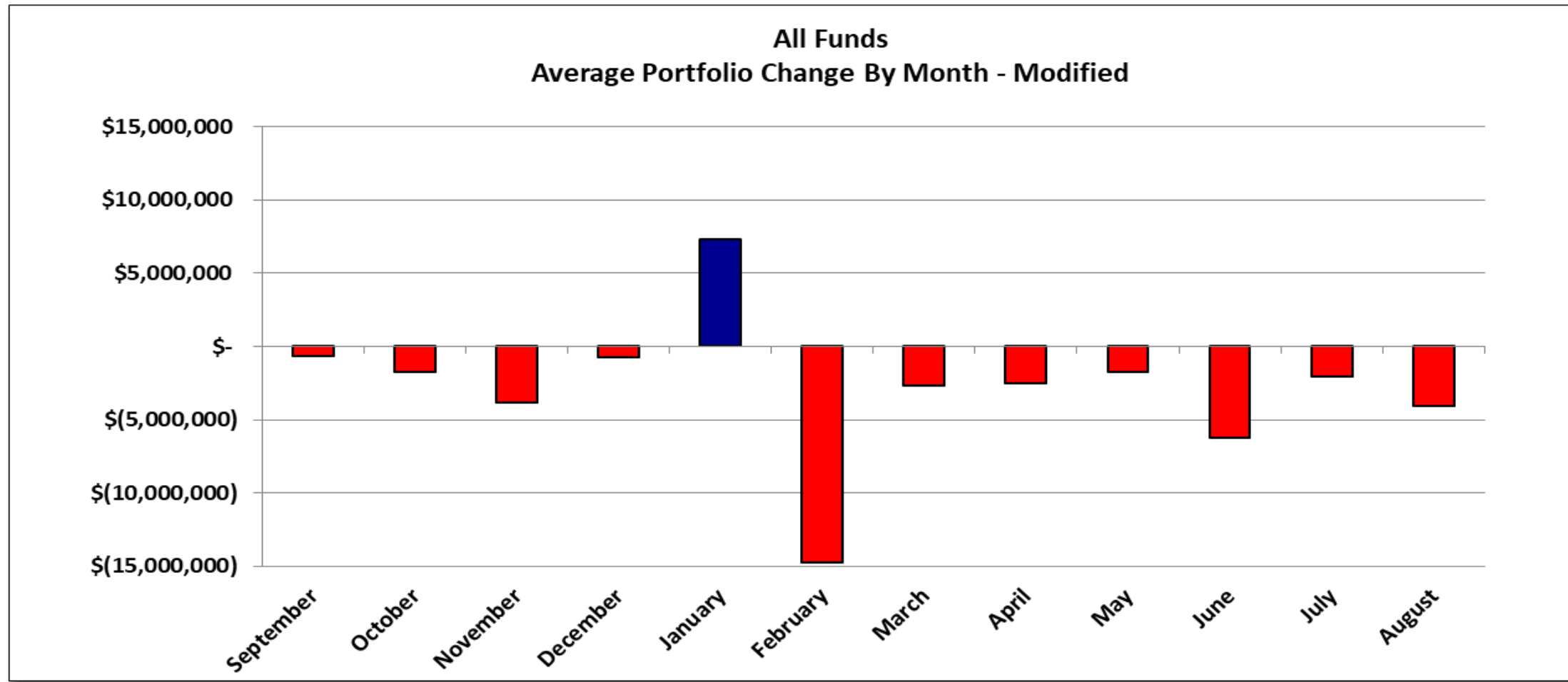
**All Funds
Historical Portfolio Balances**



True average change per month since October 2017



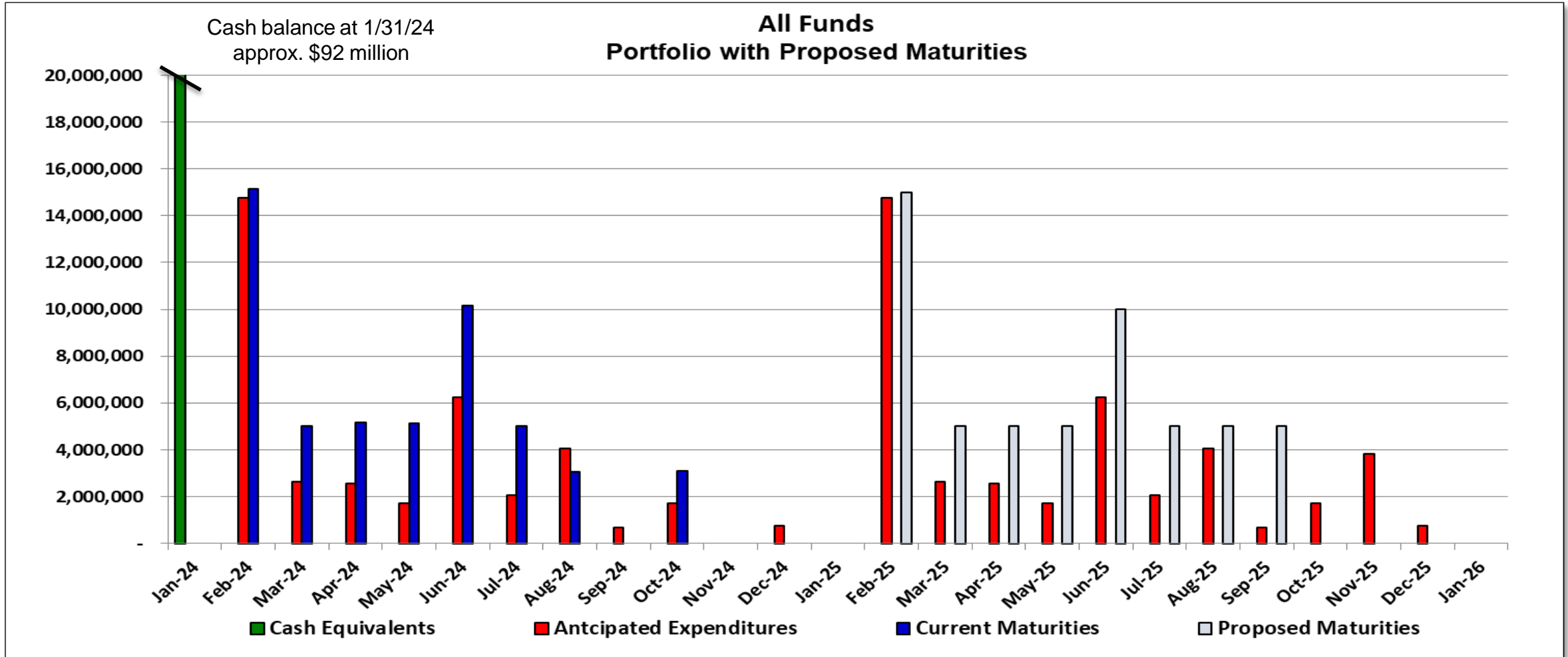
Modified average change per month since October 2017
(removes positive outliers to overestimate average expenditures)



Portfolio Recommendations On-going

- Limit cash and pool balances
 - Utilize higher yielding MMAs
- Maintain investment ladder
 - Invest now that tax revenue is collected
 - Place investments to match your cash flow needs
 - Can utilize fewer investments in larger blocks if needed
- Market has likely hit its peak and rates expected to fall
 - Strategy shifts to extending your ladder to lock-in longer term rates
 - Match investment maturities with cash flow needs of the City
 - Maintain investment routine

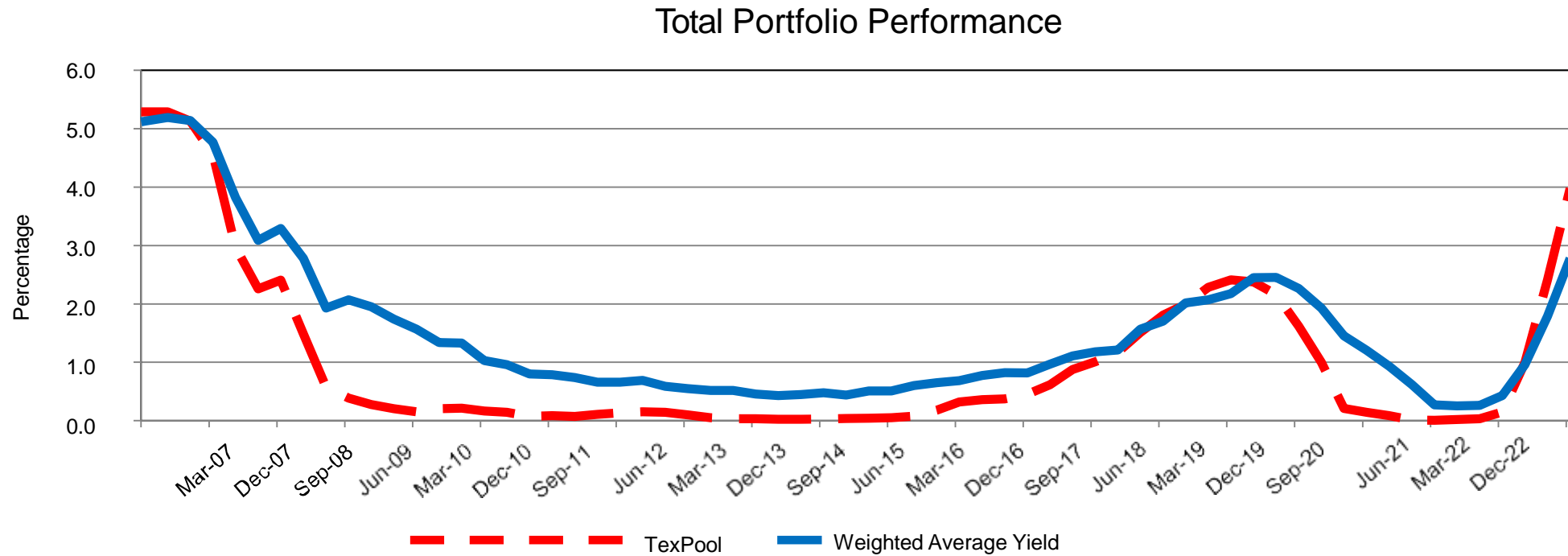




Data utilized for previous chart

	Antcipated Expenditures	Cash Equivalent	Current Maturities	Proposed Maturities	Estimated Revenue	Estimated Month End Cash Balance
Jan-24		\$ 36,880,052				\$ 36,880,052
Feb-24	14,763,492		15,151,838			37,268,398
Mar-24	2,646,227		5,000,000			39,622,171
Apr-24	2,543,314		5,178,905			42,257,762
May-24	1,712,404		5,124,474			45,669,831
Jun-24	6,233,417		10,148,170			49,584,584
Jul-24	2,076,103		5,000,000			52,508,481
Aug-24	4,057,371		3,064,237			51,515,347
Sep-24	689,572					50,825,775
Oct-24	1,720,779		3,075,520			52,180,515
Nov-24	3,832,447		5,186,632			53,534,700
Dec-24	751,572				9,537,925	62,321,053
Jan-25	-				7,294,431	69,615,484
Feb-25	14,763,492			15,000,000		69,851,992
Mar-25	2,646,227			5,000,000		72,205,766
Apr-25	2,543,314			5,000,000		74,662,451
May-25	1,712,404			5,000,000		77,950,047
Jun-25	6,233,417			10,000,000		81,716,630
Jul-25	2,076,103			5,000,000		84,640,527
Aug-25	4,057,371			5,000,000		85,583,156
Sep-25	689,572			5,000,000		89,893,584
Oct-25	1,720,779					88,172,805
Nov-25	3,832,447					84,340,358
Dec-25	751,572				9,537,925	93,126,710
Jan-26	-				7,294,431	100,421,142
Feb-26	14,763,492					85,657,650
	Maximum=2-years					
	TOTALS	\$ 36,880,052	\$ 56,929,774	\$ 55,000,000		

Example of performance throughout business cycles





Questions, Comments & Direction

Recommendation

- Discuss the merits of the investment strategy proposed by Valley View L.L.C. and provide staff direction