



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, August 01, 2023 at 6:30 PM

213 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Forest Hill Drive Study Presentation

6. CITIZEN'S COMMENTS

7. DISCUSSION ITEMS

A. Ordinance 799 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE EVERMAN CODE OF ORDINANCES CHAPTER 13 "OFFENSES", ARTICLE II "MINORS", BY REPEALING DIVISION 2 "CURFEW FOR MINORS"; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

B. Discussion related to the potential creation of a storm water utility in the City of Everman.

C. Discussion related to the acquisition of public safety portable radios for Police and Fire Departments through a Motorola Lease Payment option.

8. CONSIDERATION AND POSSIBLE ACTION

A. Ordinance # 800 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AMENDING THE CODE OF ORDINANCES BY REVISING THE FEE SCHEDULE OF THE CITY FOR LICENSES, PERMITS OR OTHER SERVICES OF THE CITY WHERE REQUIRED BY ORDINANCE, RESOLUTION OR ORDER; PROVIDING THAT FUTURE REVISIONS OF THE FEE SCHEDULE SHALL BE PERMITTED BY ORDINANCE OF THE CITY COUNCIL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

9. EXECUTIVE SESSION

A. The City Council will convene into closed executive session pursuant to Texas Government Code section 551071 – Consultation with City Attorney – to receive legal advice regarding pending or contemplated litigation to wit: Notice of Claim related to June 24, 2023 Celebrate America Festival event.

10. CITY MANAGERS REPORT

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday July 28, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.

Forest Hill Dr. Study

STAKEHOLDERS MEETING

JULY 26, 2023

Michael Morris, P.E. - Director
Jody Loza – Program Manager
Shawn Conrad – Principal Transportation Planner



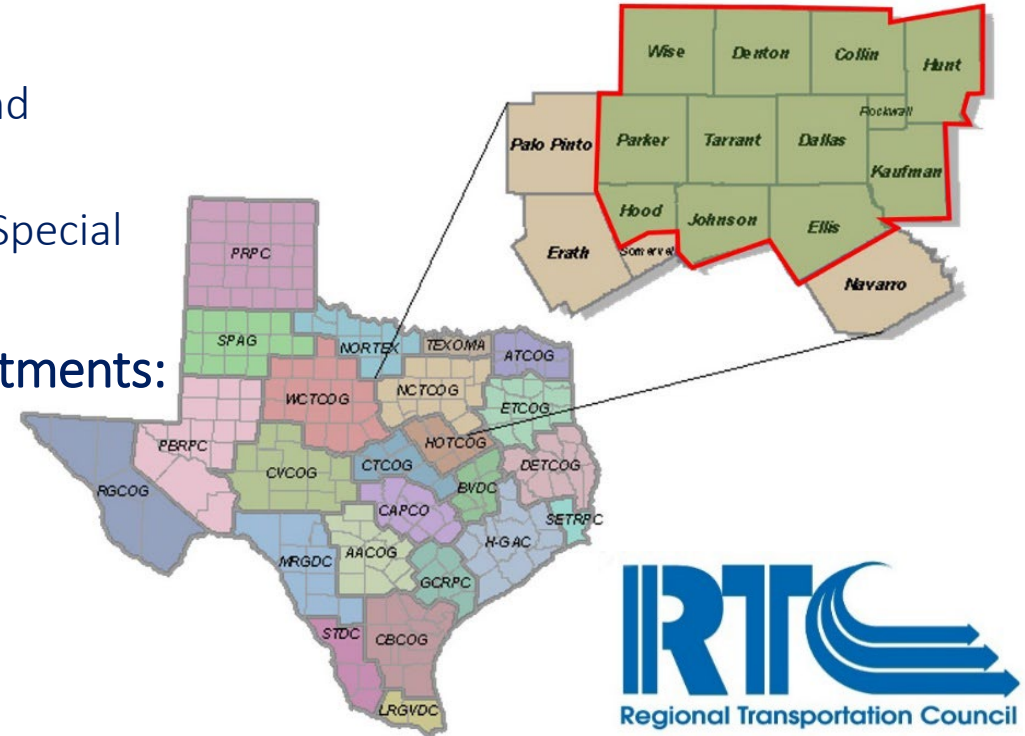
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Section 5, Item A.

Description and Purpose

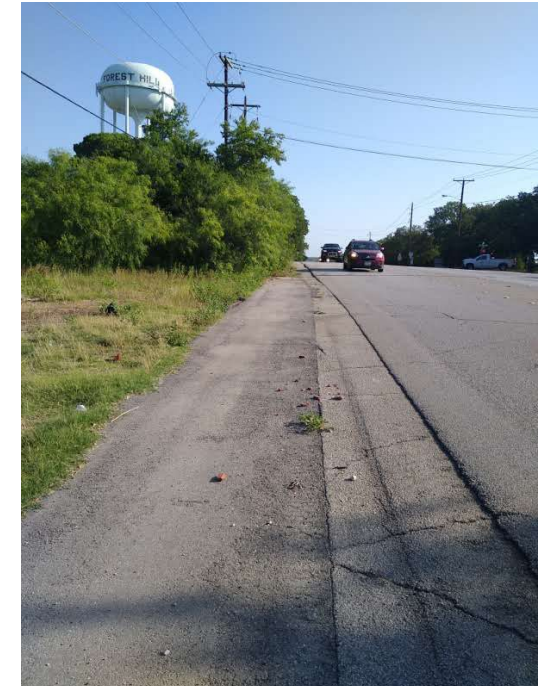
- Established in 1966 as a voluntary association assisting local governments in North Central Texas region:
 - ❑ PLANNING for common needs, COOPERATING for mutual benefit, and COORDINATING for sound regional development
 - ❑ 228 Members – 16 Counties, 169 Cities, 19 School Districts, and 24 Special Districts
- North Central Texas Council of Governments (NCTCOG) Departments:

<ul style="list-style-type: none">❑ Transportation❑ Workforce Development❑ Public Affairs❑ Administration❑ Emergency Preparedness	<ul style="list-style-type: none">❑ Community Services❑ Research and Information❑ Environment and Development❑ Regional Training Center❑ Executive Director's Office
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- Federally designated as region's Metropolitan Planning Organization in 1974:
 - ❑ Regional Transportation Council (RTC) – Policy Authority *(44 members – 36 elected officials and 8 transportation providers)*
 - ❑ Executive Board – Fiduciary Agent *(18 members – elected officials)*



WHAT IS THE FOREST HILL DR. STUDY?

NCTCOG shall identify the specific throughfare location and number of lanes for Forest Hill Dr. in Forest Hill, Fort Worth, and Everman. This project will focus on: the storm water impacts (\$110,000), traffic signals (\$500,000), and comprehensive thoroughfare conceptual engineers (\$3.0 M). This project will include public and stakeholder involvement. The goal is to alleviate congestion through road-widening, while having the least impact on existing properties.



TRAFFIC SIGNAL OPERATIONS IN FOREST HILL

Section 5, Item A.

Traffic signal queues for both eastbound (EB) and westbound (WB) frontage roads of IH 20 and Forest Hill Drive were backing up on the freeway.

City of Forest Hill, NCTCOG and TxDOT conducted a study to identify the problem and develop recommendations.

Three traffic signals were reviewed.

CITY	LOCATION	OPERATIONS & MAINTENANCE
FOREST HILL	IH 20 EB & FOREST HILL DR.	TxDOT
FOREST HILL	IH 20 WB & FOREST HILL DR.	TxDOT
FOREST HILL	FOREST HILL DR. & FOREST HILL CIR.	FOREST HILL



TRAFFIC SIGNAL RECOMMENDATIONS

Based on the study conducted, the following recommendations were made:

The equipment at the two TxDOT traffic signals at IH 20 and Forest Hill Drive has recently been upgraded, and no signal improvements are needed.

The equipment (cabinet, controller, detection, pedestrian push button, and heads) in the City of Forest Hill was incredibly old, and funding of \$500,000 was allocated in the Transportation Improvement Program to upgrade the traffic signal controller in FY2024.

After the upgrade is completed, NCTCOG will add it to the regional traffic signal retiming program to coordinate signals.

FOREST HILL DR. STUDY DETAILS

Section 5, ItemA.

Tasks Completed to Date:

AM/PM/Off-Peak Traffic Counts – Three Site Visits

Bike/Pedestrian Walk Audit – Site Visit

Data Analysis

Development of GIS Maps

Land use Evaluation

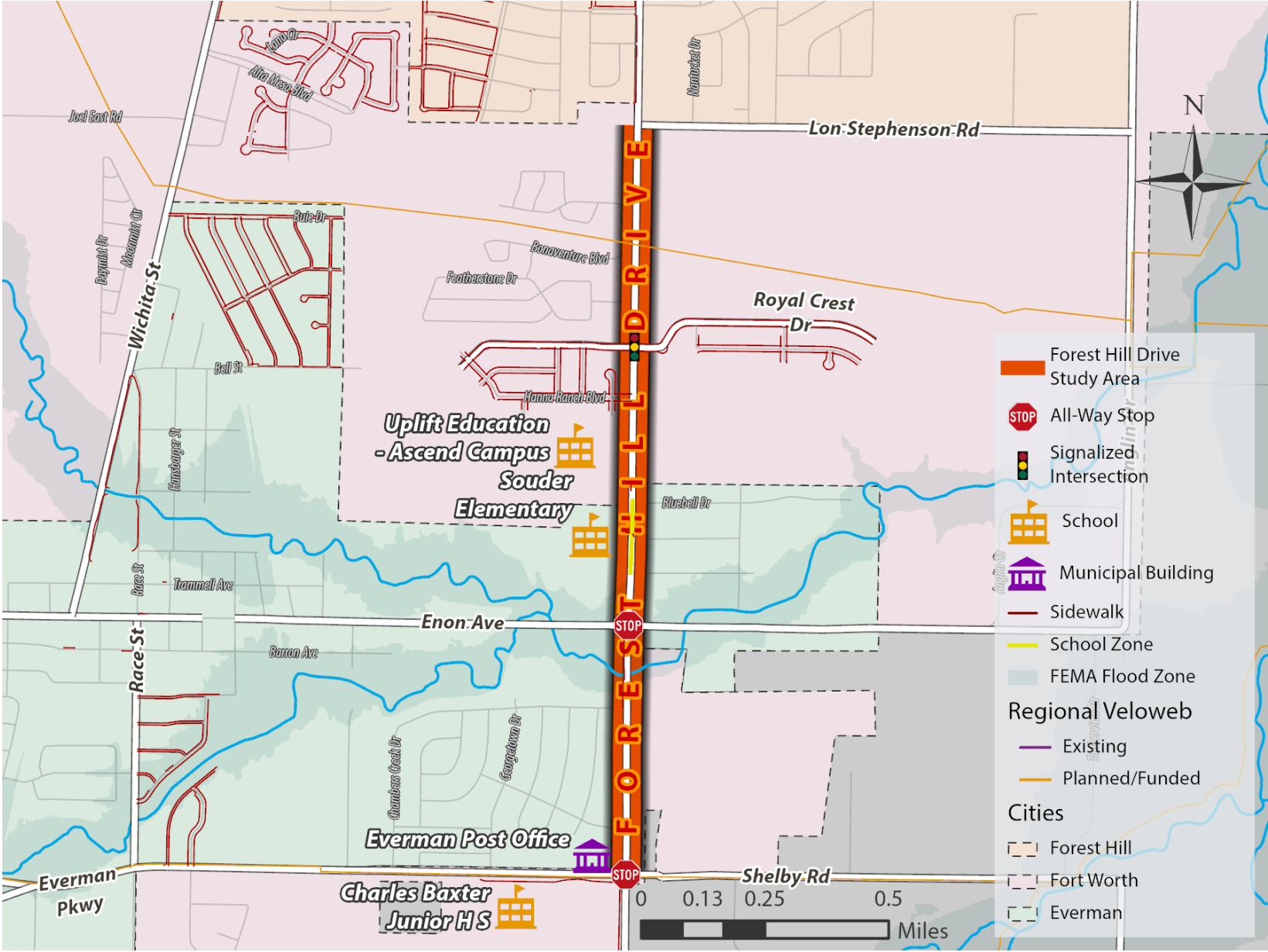
Development of Public Outreach Items

Development of Website Landing Page for the
Study Area



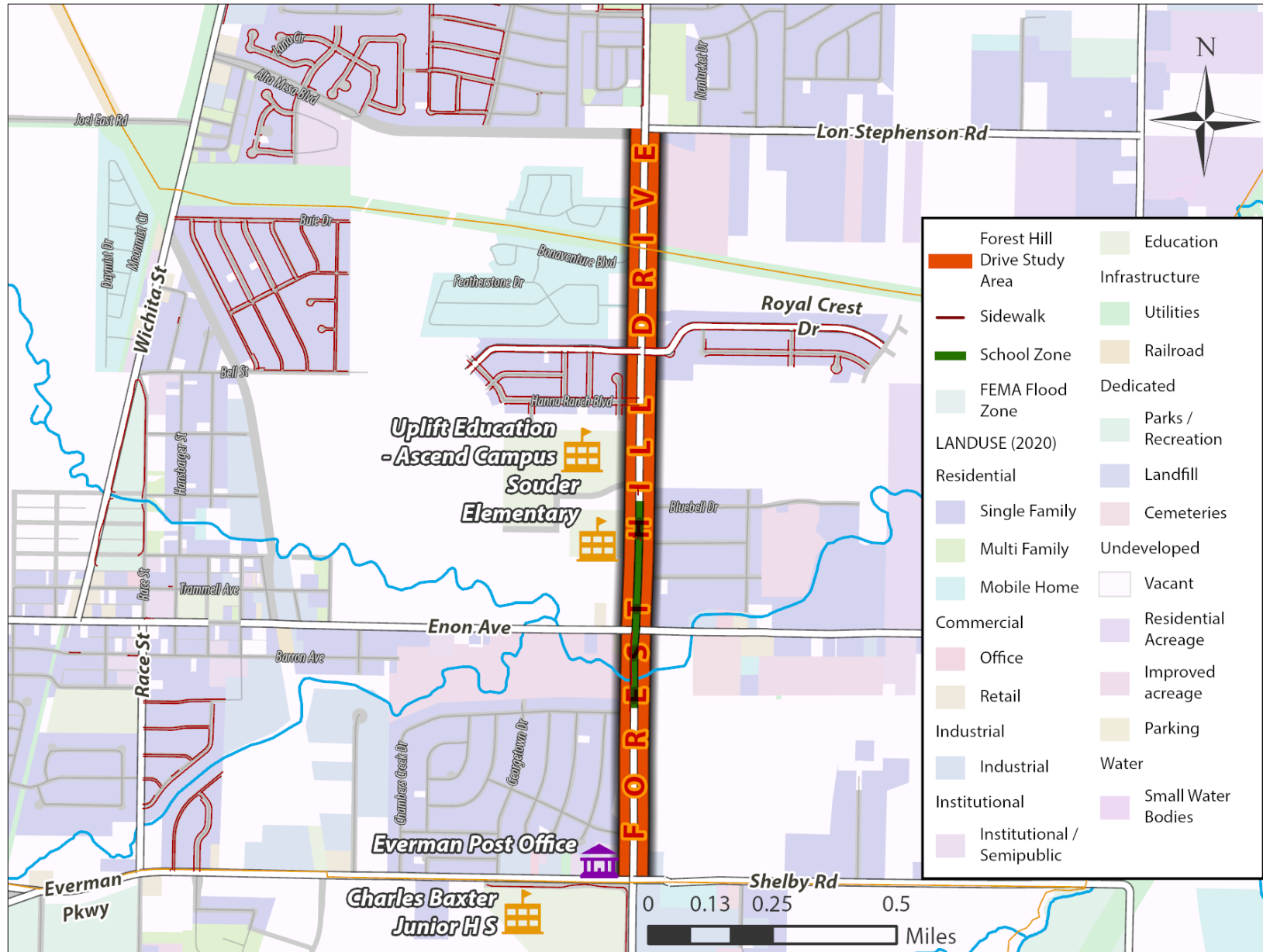
FOREST HILL DR. STUDY AREA – EXISTING CONDITIONS

Section 5, ItemA.



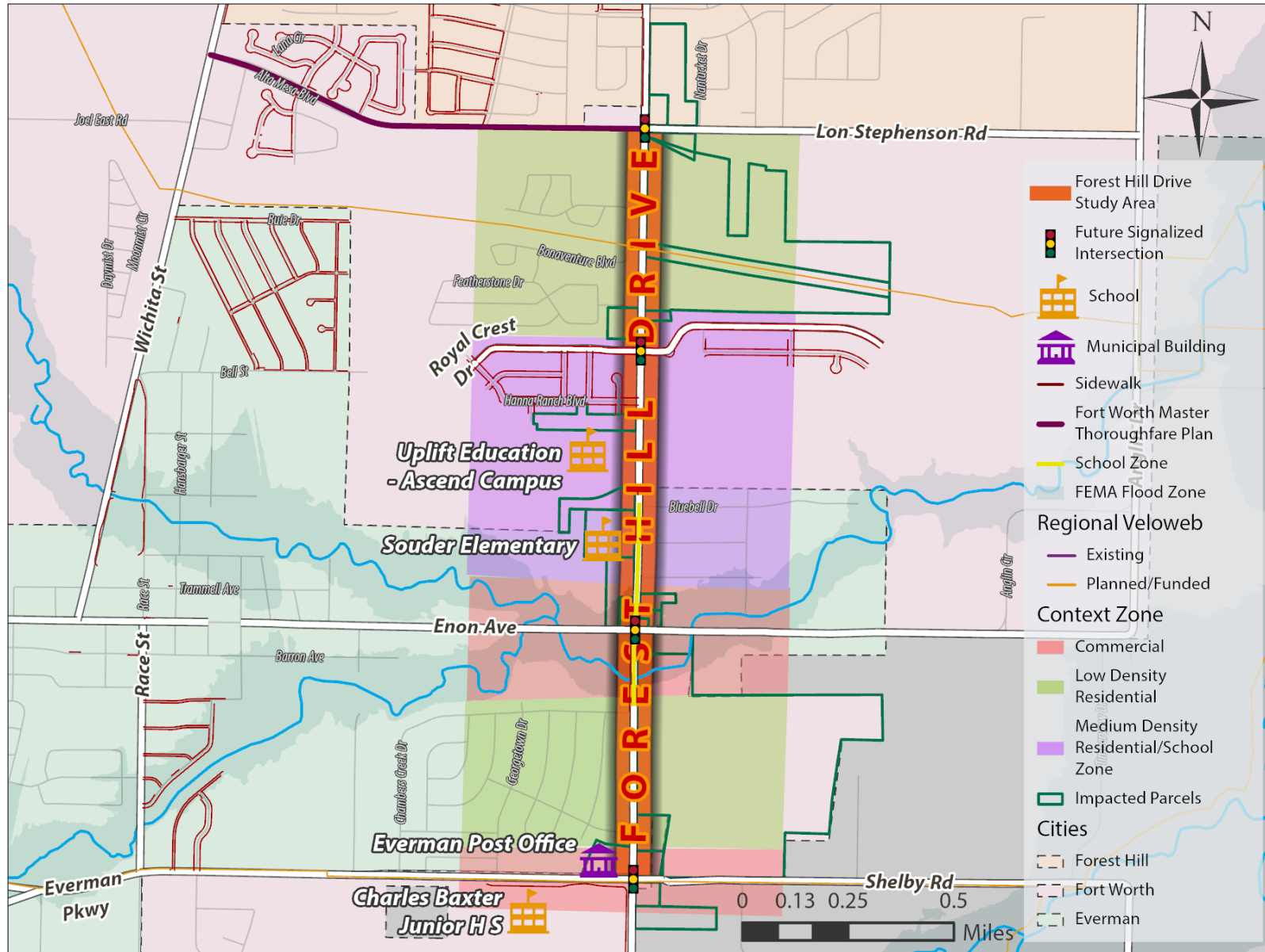
FOREST HILL DR. STUDY AREA – LAND USE MAP

Section 5, ItemA.



FOREST HILL DR. STUDY AREA – CONTEXT MAP

Section 5, Item A.

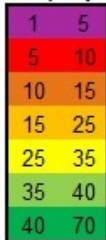


Section 5, Item A.

Speeds, mph, by time of day (15-minute interval) and day of April 2023

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Legend
speed, mph

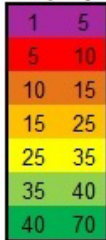


Section 5, Item A.

Speeds, mph, by time of day (15-minute interval) and day of April 2023

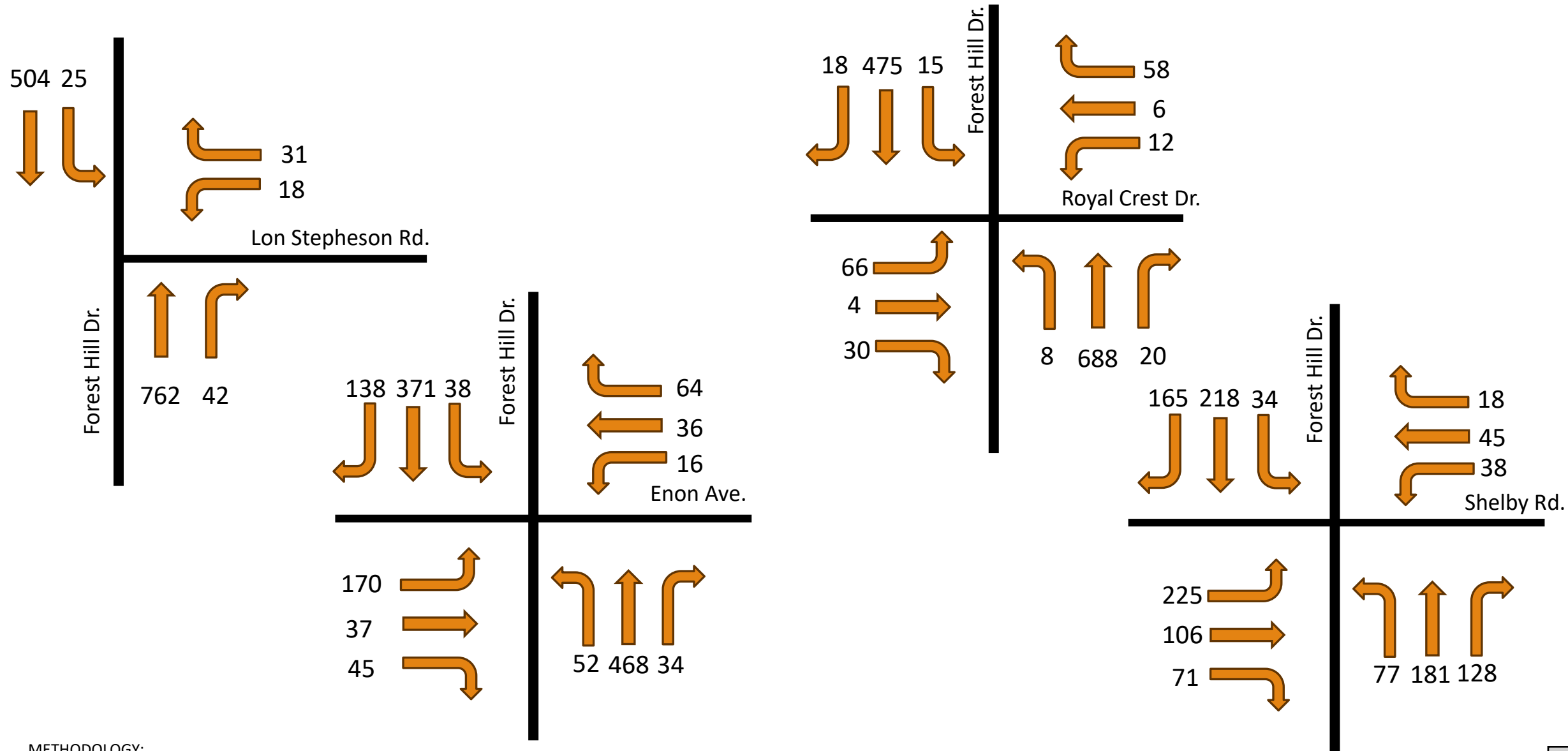
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Legend
speed, mph



CURRENT AM PEAK HOUR TRAFFIC COUNTS

Section 5, Item A.

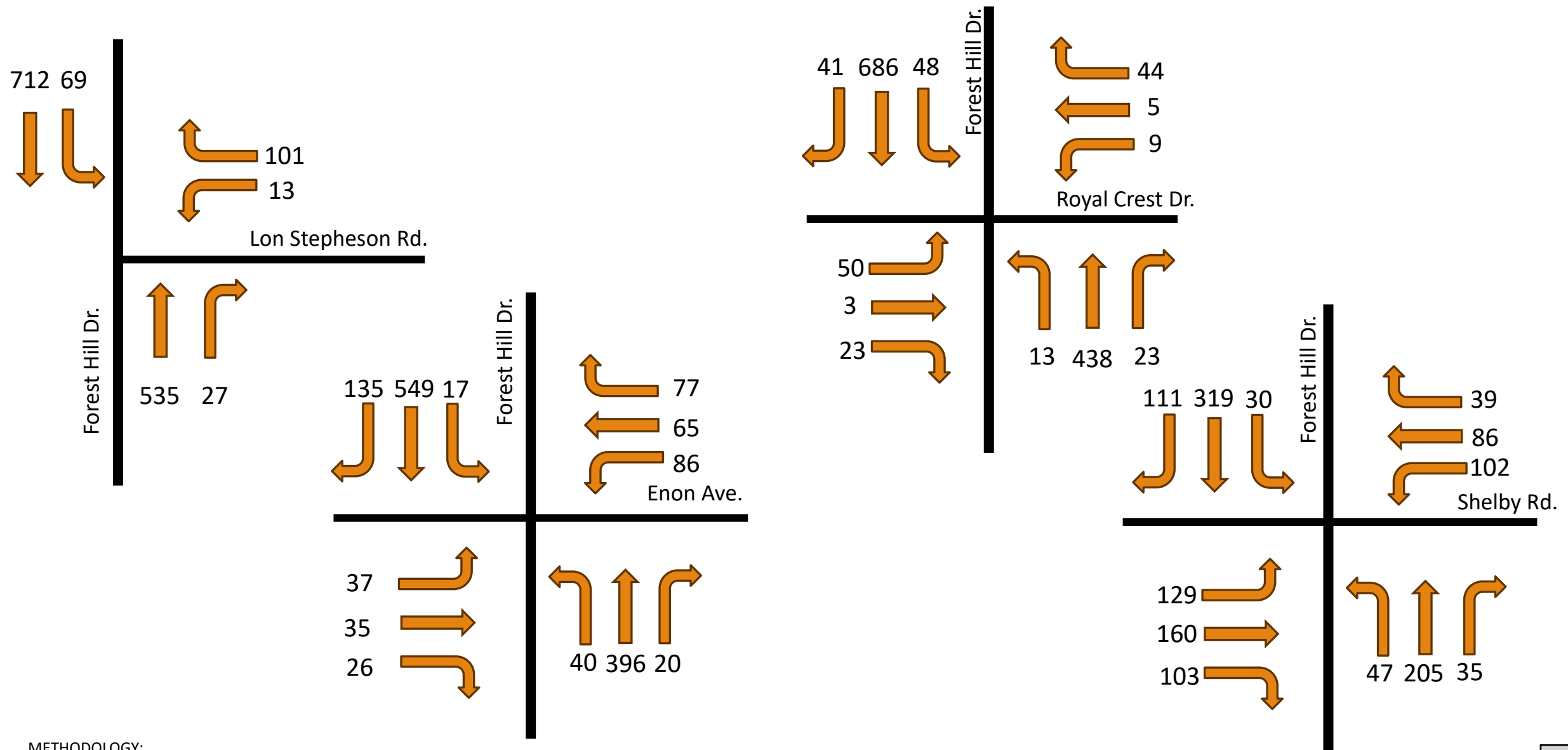


METHODOLOGY:

1. Traffic counts taken @ 15-minute intervals with 5-minute breaks between intervals (3 intervals during AM peak period starting @ 7:30am; 4 intervals during PM peak period starting @ 4:45pm)
2. Counts reconciled with historical traffic counts and travel speed heat maps to estimate a peak period factor for each interval. Counts are recalculated to determine the highest AM/PM peak hour volume.
3. Highest AM/PM peak hour volume indicated for each through movement and turning movement at each intersection.

CURRENT PM PEAK HOUR TRAFFIC COUNTS

Section 5, Item A.

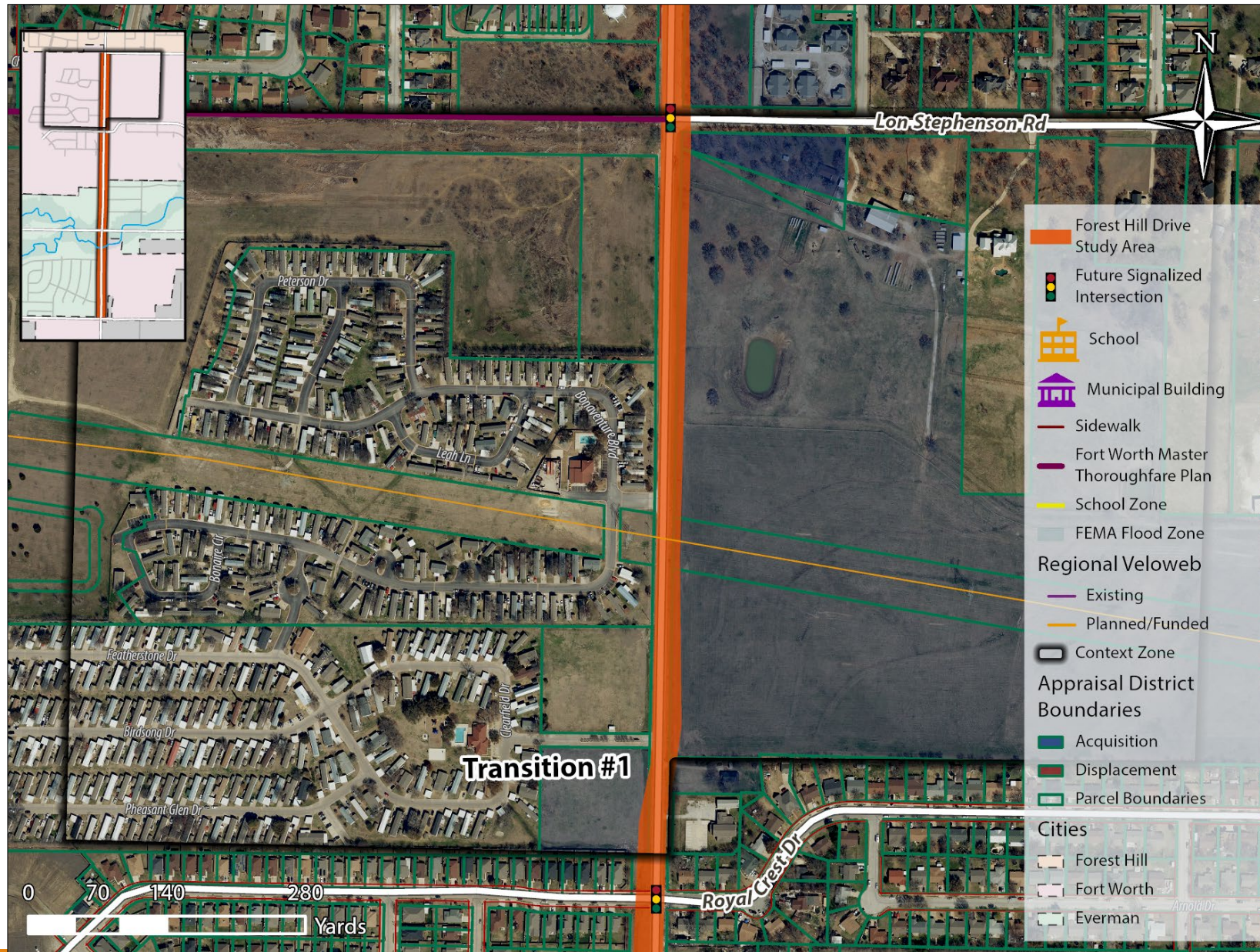


METHODOLOGY:

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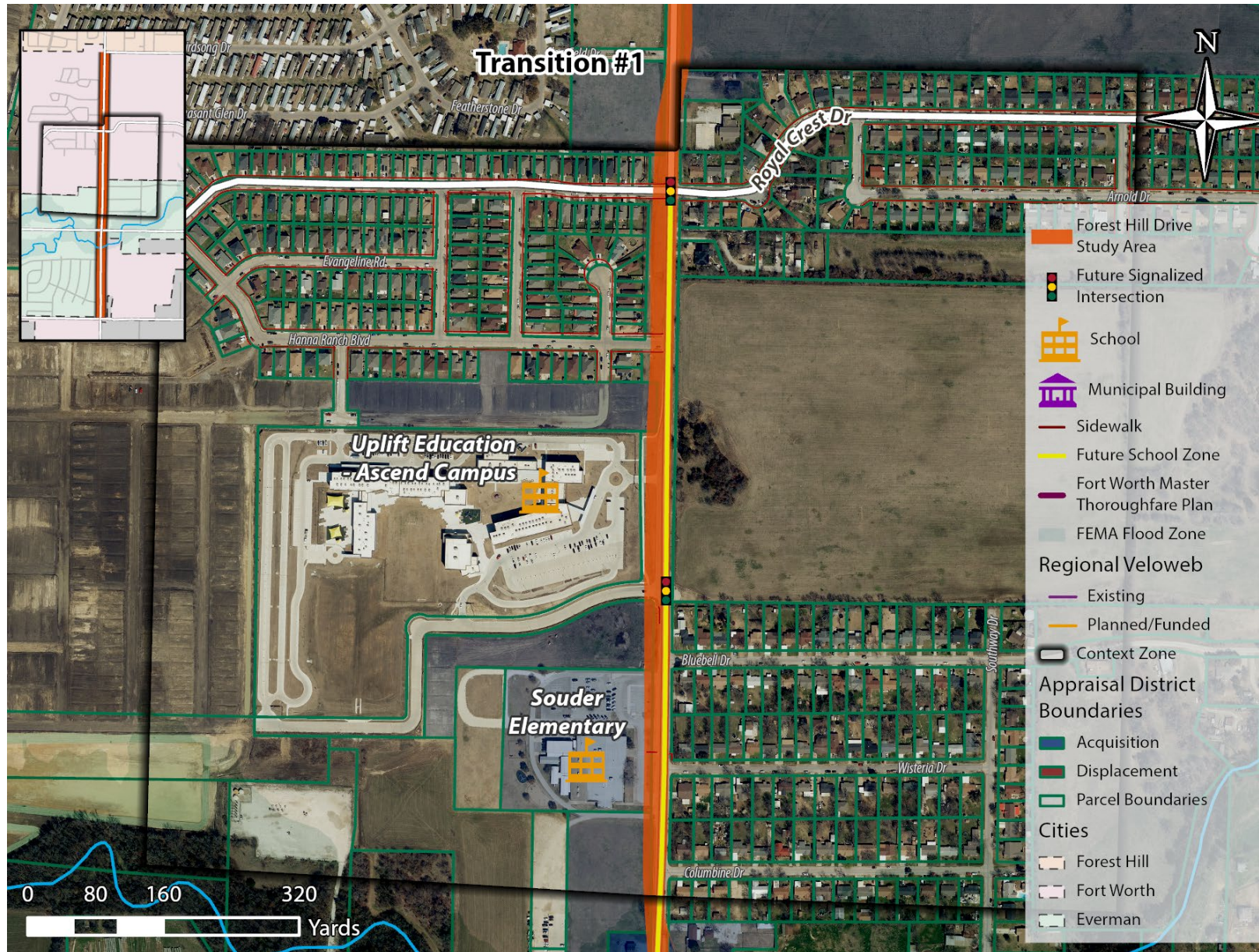
PROPOSED FUTURE ALIGNMENT – 110'

Section 5, Item A.



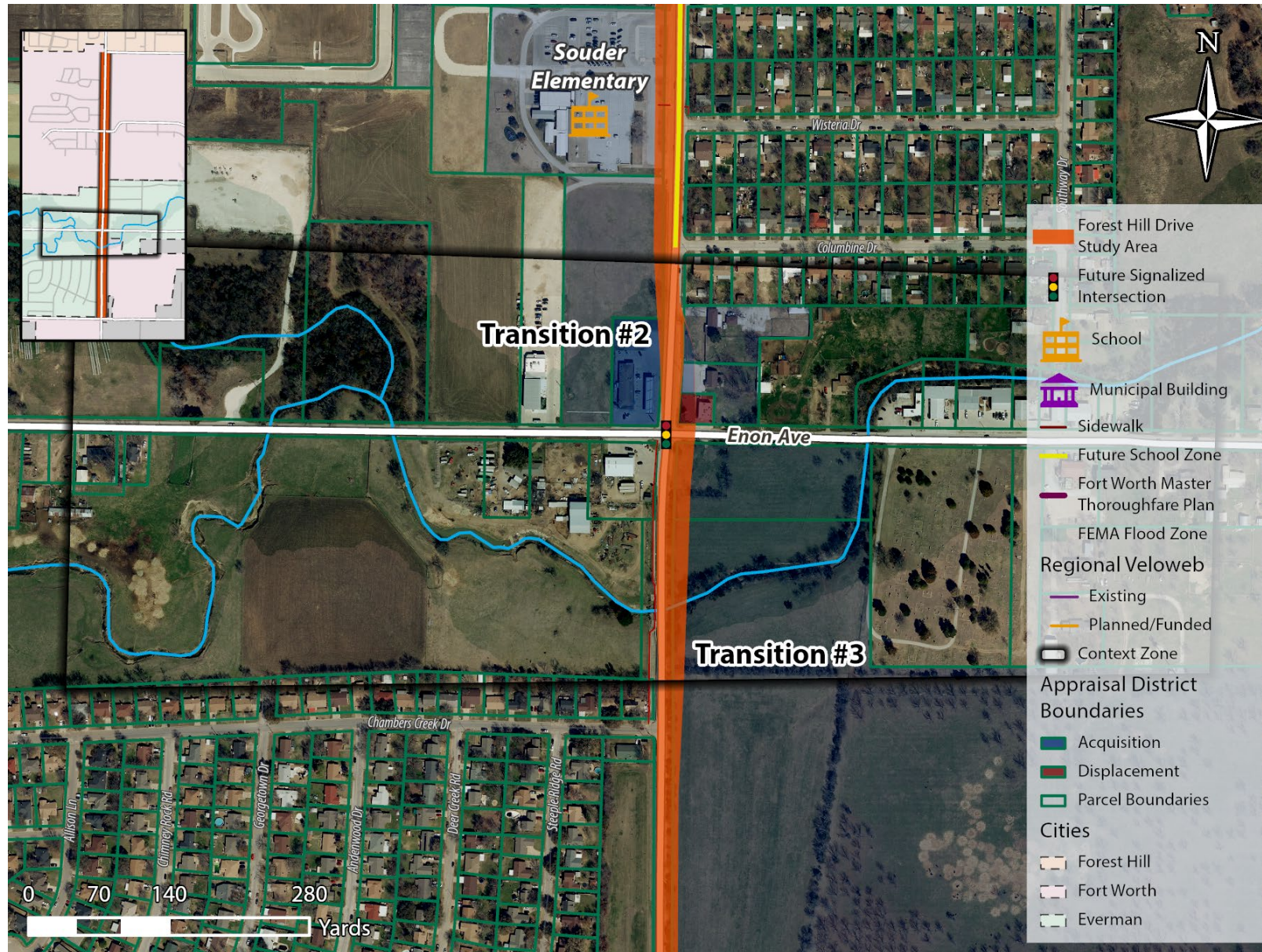
PROPOSED FUTURE ALIGNMENT – 110'

Section 5, Item A.



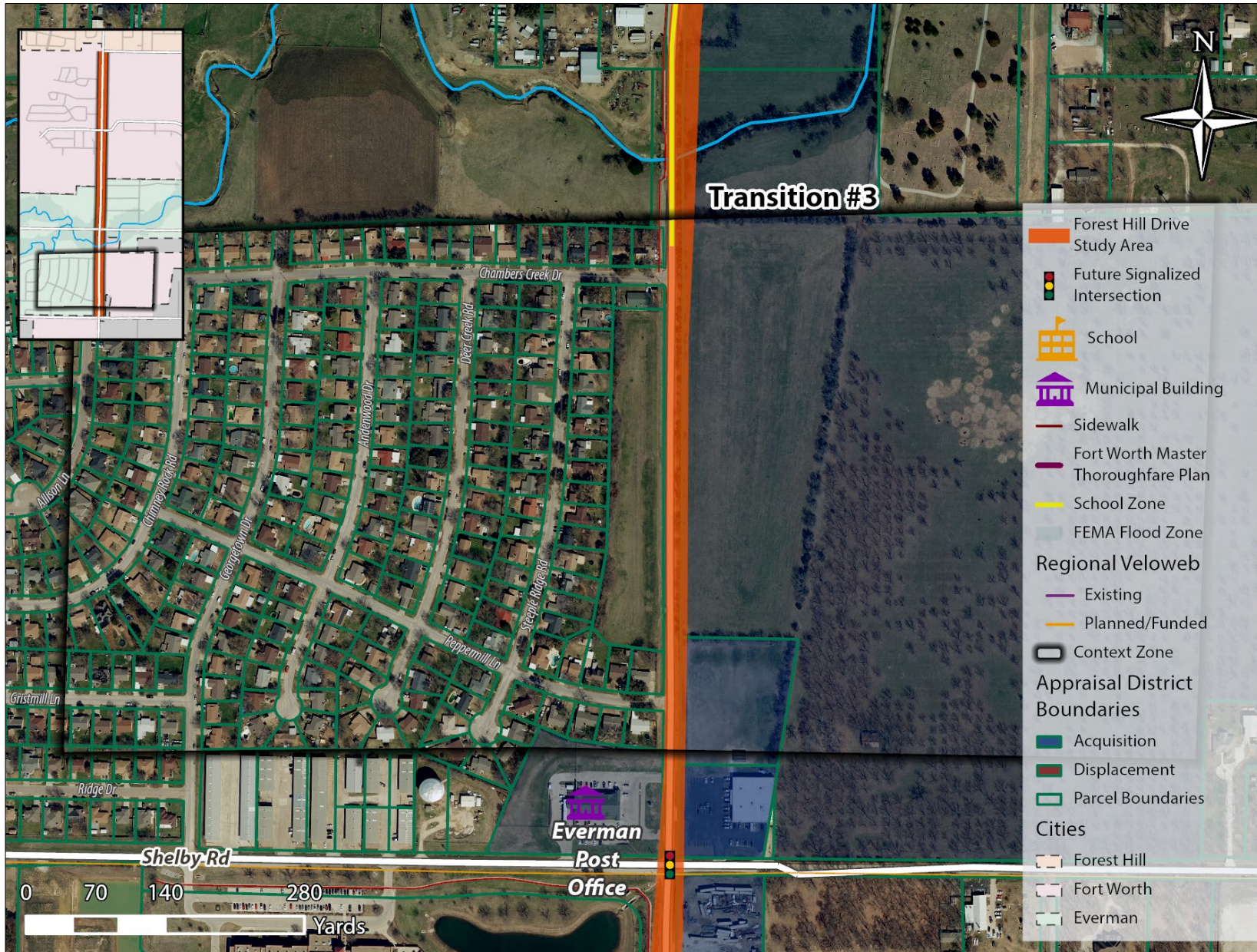
PROPOSED FUTURE ALIGNMENT – 110'

Section 5, ItemA.



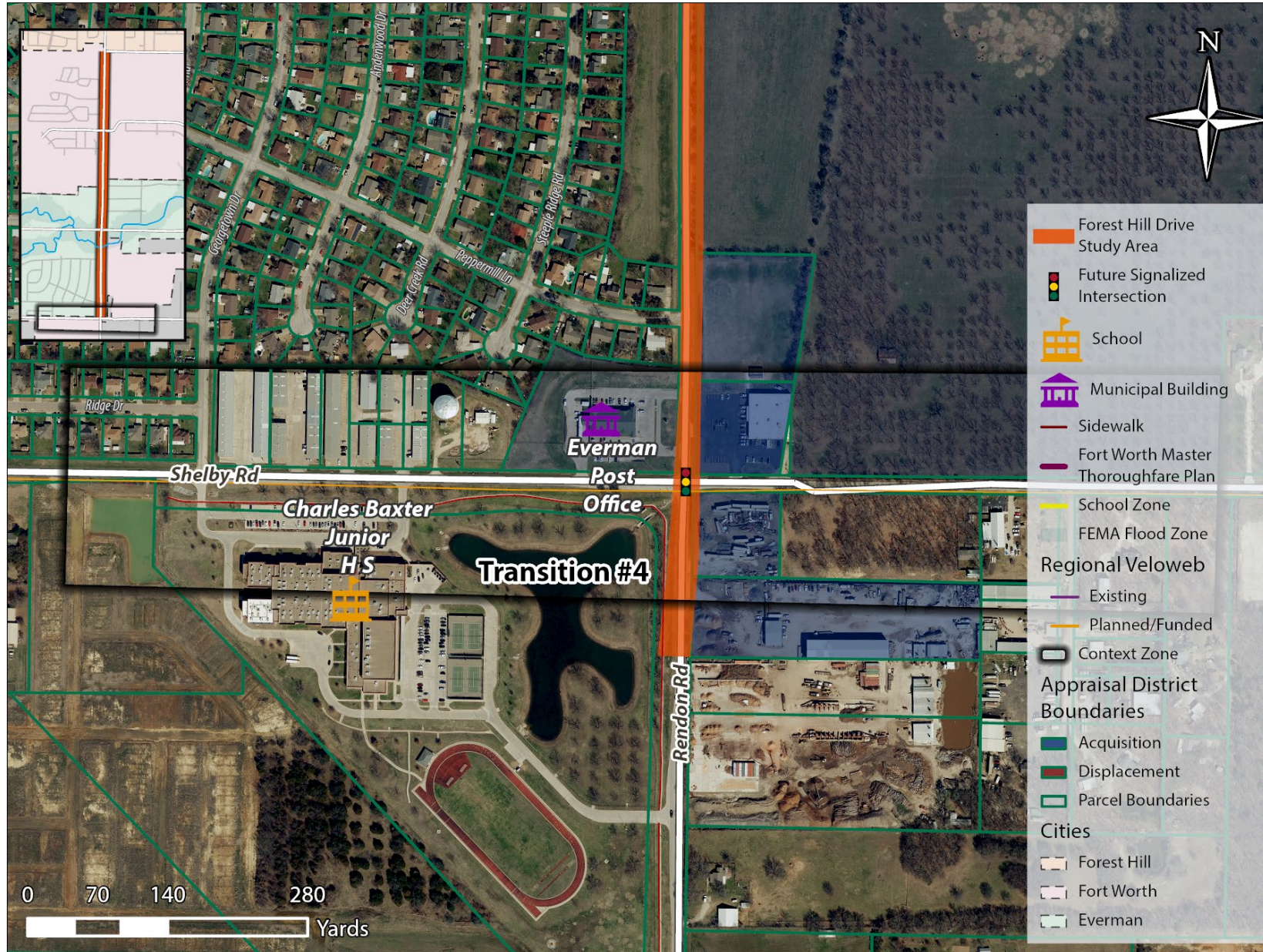
PROPOSED FUTURE ALIGNMENT – 110'

Section 5, Item A.



PROPOSED FUTURE ALIGNMENT – 110'

Section 5, ItemA.



FUTURE THOROUGHFARE CONSIDERATIONS - OVERVIEW

Section 5, Item A.

Urban design section with curbs and stormwater inlets

Increase from two to four-lane, divided roadway will be necessary – final locations under review

Realign roadway where necessary to avoid as many takings and displacements as possible

Add left and right turn lanes in front of Uplift Academy and Souder Elementary

Add stop lights at Lon Stephenson Rd., Turf Paradise Pkwy., E. Enon Ave., and Shelby Rd.

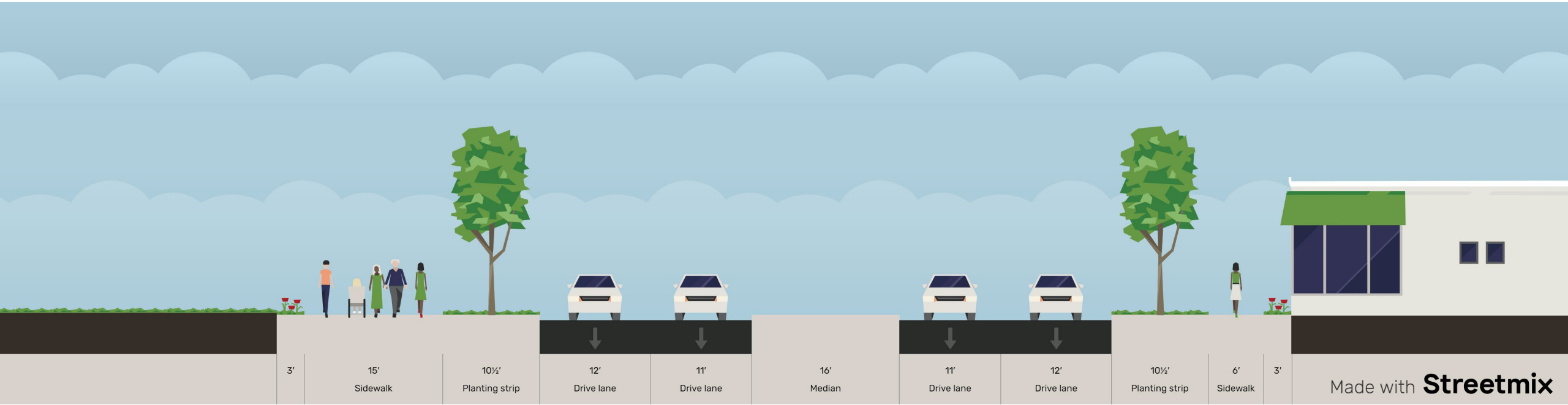
Increase roadway to 110' to account for a median, provide safety buffers along the curb with shared bike use path and/or sidewalks

Possibility of decreasing roadway to 100' cross section if necessary to avoid encroaching on surrounding properties

FUTURE THOROUGHFARE CROSS SECTION – CONCEPT 1

110' ROW

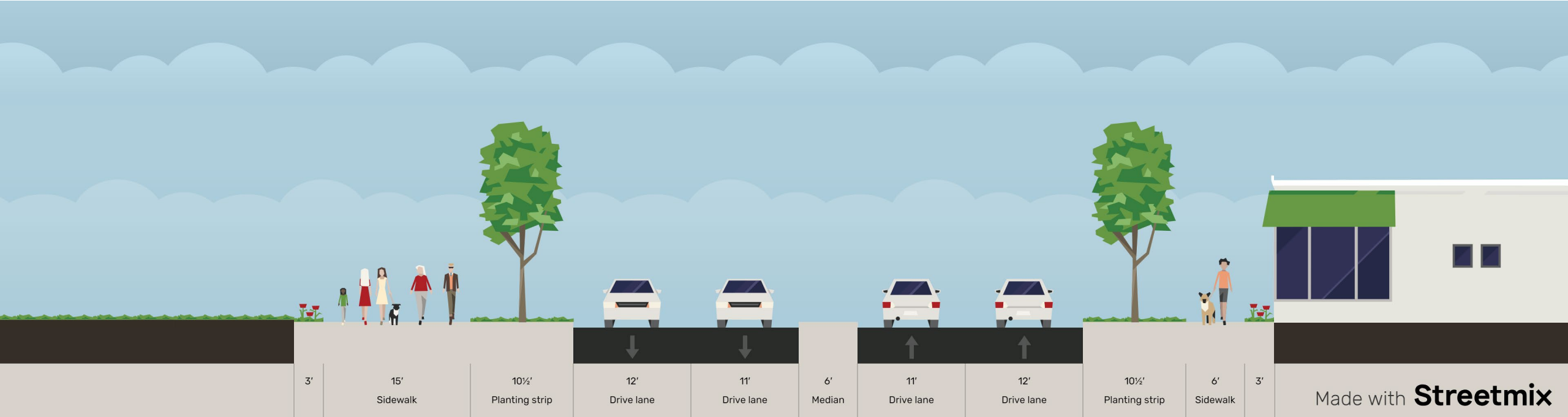
Section 5, ItemA.



FUTURE THOROUGHFARE CROSS SECTION – CONCEPT 2

100' ROW

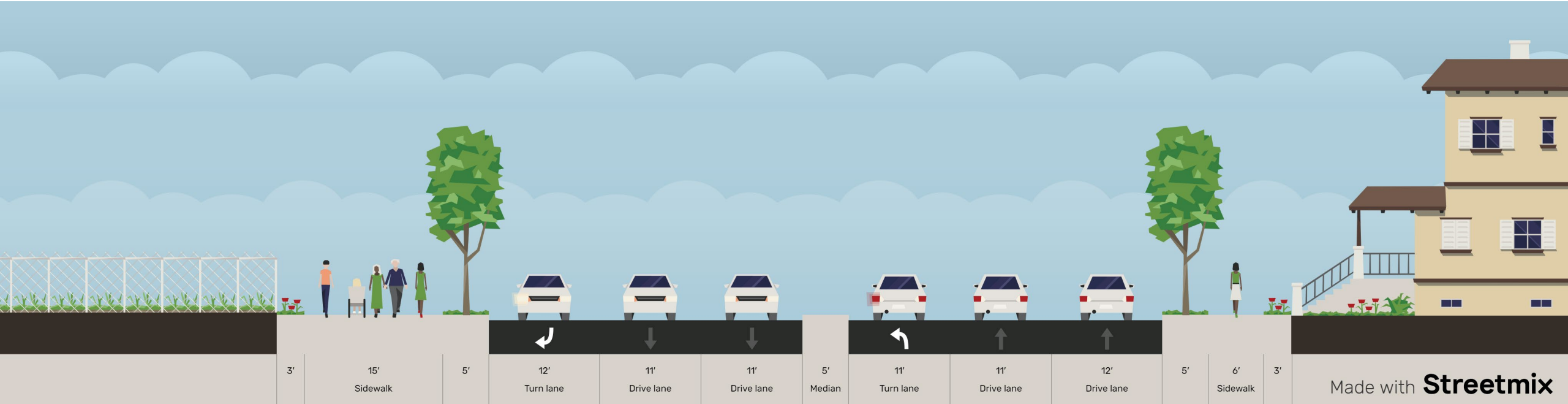
Section 5, ItemA.



FUTURE THOROUGHFARE CROSS SECTION – SCHOOL ZONE CONCEPT

100' ROW

Section 5, ItemA.



BICYCLE AND PEDESTRIAN INFRASTRUCTURE

Section 5, Item A.

Install a shared use path away from the road for pedestrians and cyclists to travel along Forest Hill Drive

Room for travel in both directions separated from the roadway

Wider shared use path on west side of street to accommodate school travel, sidewalk on east side of street



Image Courtesy of the City of Fort Worth

BICYCLE AND PEDESTRIAN INFRASTRUCTURE

Section 5, ItemA.

Crosswalk Visibility Enhancements

Increase safety and visibility of crosswalks and road users

Focus on uncontrolled (no signal or stop sign) crossing locations

Upgraded crosswalks with reflective paint, advance stop lines for vehicles

Pedestrian Signals: Rectangular Rapid Flashing Beacon

Increase yielding by vehicles when activated by pedestrian



Crossing Safety Enhancements: Photo Courtesy of Dan Sundstrom

BICYCLE AND PEDESTRIAN INFRASTRUCTURE

Pedestrian Refuge Island

Median space for pedestrians to cross one lane of traffic at a time at uncontrolled crossing locations

Targeted locations with high demand for pedestrian crossings

Intersections

Upgrade existing curb cuts; add missing curb cuts at crossing points

Provide separated ramps in each crossing direction

Conform to ADA standards

Reduce turning radius where feasible



Image Courtesy of Dan Burden

SCHOOL ZONE

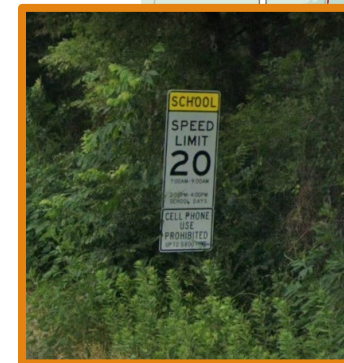
Section 5, Item A.

Currently only a school zone in Everman for Souder Elementary from Bluebell Dr. to Chambers Creek Dr.

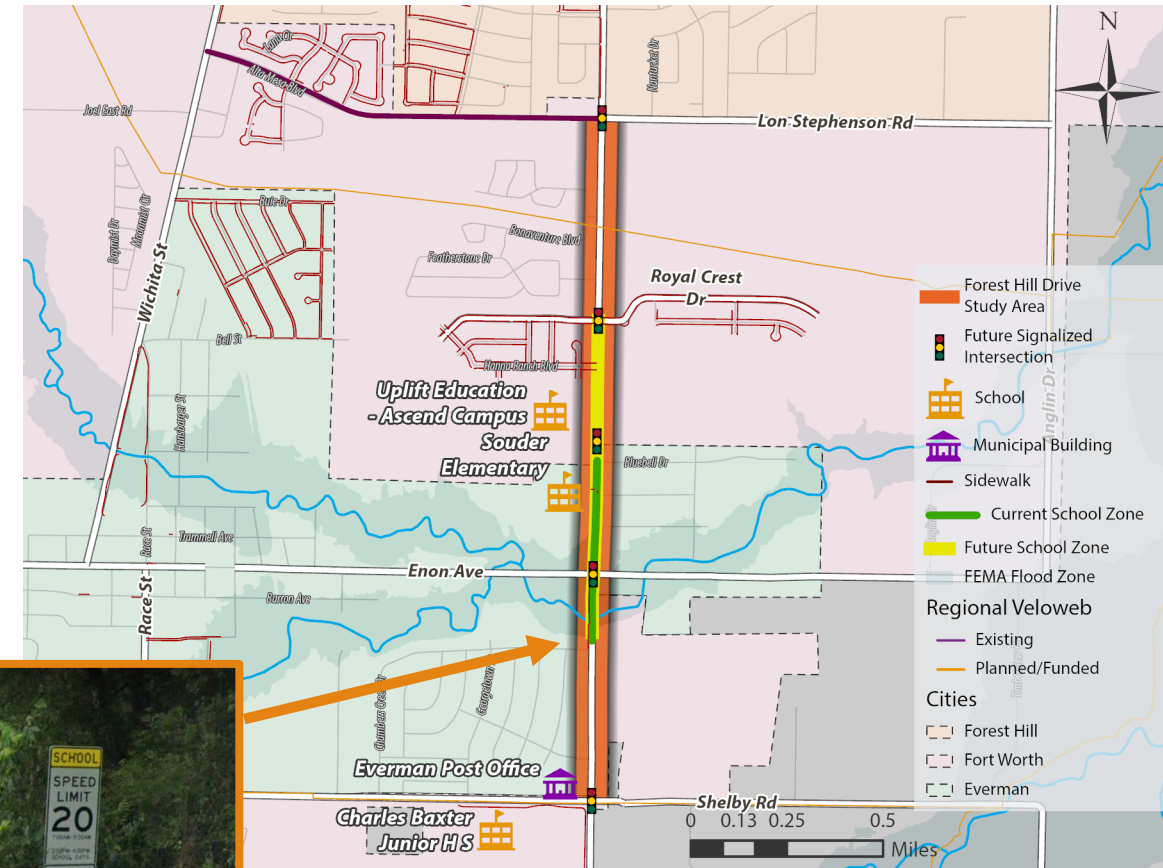
Expand to extend from Royal Crest Dr. to Chambers Creek Dr.

Upgrade sign at Chambers Creek Dr. to a flasher

Expanded school zone to slow vehicle traffic and protect walking children during arrival and dismissal at Uplift Academy



Current School Zone Sign near Chambers Creek Dr.



CONTACT INFORMATION

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tbenjamin@nctcog.org

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Program Manager
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jloza@nctcog.org

Jesse Brown
Transportation Planner III
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jpbrown@nctcog.org

Shawn Conrad
Principal Transportation Planner
(817) 704-5695
sconrad@nctcog.org

Helena Studmire
Administrative Assistant
(817) 608-2324
hstudmire@nctcog.org





EVERMAN POLICE DEPARTMENT

Chief of Police

"See it, Hear it, Report it..."

Section 7, Item A.

(817) 293-2923 (telephone)

(817) 293-0758 (fax)

www.evermantx.net

cspencer@evermantx.net

404 W. Enon Avenue

Everman, TX 76140

INTEROFFICE MEMORANDUM

TO: ALL POLICE PERSONNEL
FROM: C. W. SPENCER – CHIEF OF POLICE
SUBJECT: H.B. 1819 – REPEALING JUVENILE CURFEW ORDINANCES
DATE: JULY 28, 2020
CC: HONORABLE MAYOR - RAY RICHARDSON
COMMUNITY SAFETY ADVISORY COMMITTEE CHAIR – DANI SORIA
EISD SUPERINTENDENT – DR. FELICIA DONALDSON
CITY PROSECUTOR – CRAIG MAGNUSON
MUNICIPAL COURT ADMINISTRATOR – EDNA MARTINEZ
MEMO #: 23-005

During the 88th Legislative Session, Texas lawmakers passed House Bill 1819, which was ultimately signed into law by Governor Greg Abbott. This House Bill amend the Local Government Code and prohibits cities from enforcing juvenile curfew ordinance on and after September 1, 2023. As a result, the Everman City Council is expected to repeal all ordinances related to curfew in August.

As these ordinances will be repealed, it is also essential to understand that this will no longer be an offense. All Officers must be aware of this significant change. Please also understand, that having knowledge of this new law change, it is unlikely that any reasonable prosecutor or judge will pursue judgment against a juvenile violator even prior to September 1, 2023. Therefore, effective immediately, Officers are prohibited by policy from enforcing juvenile curfew ordinances.

BACKGROUND

House Bill 1819 was introduced arising out of complaints made and statistics in Lubbock. Lubbock was utilized as the focal point for consideration during this bill. There were complaints that Lubbock had, "weaponized" this ordinance and over-utilized this ordinance. Statistics revealed that during a 3-week period in May and June of this year, Lubbock PD detained 8 juveniles that were transported to the LPD East Substation to be picked up by their parents, 13 juveniles and 8 adults were cited during the period. Advocacy groups argued that these ordinances did not reduce youth crime and victimization, although the Coalition for Juvenile Justice argued that it did.

OPINION

Once again, I feel that our legislators have missed the mark as it relates to juvenile processes. I am fully supportive of the severance of the "school-to-prison" pipeline; however, I believe that the severance should occur within the court system and not within law enforcement. Not being aware of the full details surrounding the issues within Lubbock, I believe the issues there could have been easily addressed and corrected through policy. Instead, lawmakers have taken that local control away from every municipality in the state.

Law Enforcement Officers are empowered with the ability to utilize discretion. Our Officers have regularly utilized this discretion to the benefit of the public **and** the youth within our community. Although this ordinance exists, Officers have frequently made



EVERMAN POLICE DEPARTMENT

Chief of Police

"See it, Hear it, Report it..."

Section 7, Item A.

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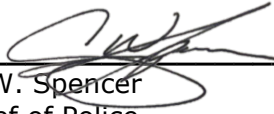
cspencer@evermantx.net

404 W. Enon Avenue
Everman, TX 76140

contact with juveniles in violation of this ordinance. Rarely has enforcement action been required during these contacts. Rather, many of these contacts have proven to be positive interactions between our youth and police. Officers have educated juveniles on the laws, explained the reasons for their existence, and provided effective alternatives. On occasion, our Officers have even discovered youth in need through the enforcement of this ordinance and have addressed those needs. Our data supports that our juvenile curfew ordinance has reduced youth crime. I am concerned that this new law will have an adverse impact on our community. I will work with the Texas Police Chief's Association and our local lawmakers to hopefully restore this vital ability, at least on some level, in future sessions.

For now, please keep doing an amazing job! As always, if you have any questions or concerns regarding this memo or law, please do not hesitate to contact me.

This policy shall remain in effect by memo until such time that it is fully incorporated into a newer version of the Policies and Procedures Manual. Any questions regarding this memorandum should be directed towards your immediate supervisor as soon as practical.


C. W. Spencer
Chief of Police

**CITY OF EVERMAN, TEXAS
ORDINANCE NO. 799**

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, AMENDING THE EVERMAN CODE OF ORDINANCES CHAPTER 13 “OFFENSES”, ARTICLE II “MINORS”, BY REPEALING DIVISION 2 “CURFEW FOR MINORS”; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during its regular session, the 88th Texas Legislature approved House Bill 1819, which, among other things, amends the Texas Local Government Code effective September 1, 2023, by adding Section 370.007 which prohibits political subdivisions from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council of the City of Everman, Texas, finds it to be in the public interest to amend the Everman Municipal Code to conform to state law by repealing the City’s juvenile curfew ordinance.

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

SECTION 1. Chapter 13 “Offenses”, Article II “Minors”, Division 2 “Curfew for Minors” of the Everman Code of Ordinances is hereby repealed in its entirety.

SECTION 2. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the ordinances of the City of Everman, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 3. Should any article, paragraph, subdivision, clause or provision of this ordinance, or the Everman Municipal Code as hereby amended be adjudged or held invalid or unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so declared to be invalid or unconstitutional.

SECTION 4. This Ordinance shall take effect on September 1, 2023, from and after its passage and the publication of the caption as the law and Charter in such cases provide.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, ON
THE ____ DAY OF AUGUST 2023.**

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
4868-0871-4355, v. 1



CITY OF EVERMAN

212 North Race Street Everman, TX 76140

STAFF REPORT

AGENDA TITLE: Discussion related to the potential creation of a storm water utility in the City of Everman

MEETING DATE: 08/01/2023

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

General Consensus to proceed with holding public hearings, meetings, and making necessary publications.

BACKGROUND INFORMATION:

The City of Everman has a long history of drainage issues and complaints. Currently, the only means of mitigating drainage issues is through the allocation of general fund dollars, which are generated through Ad Valorem Taxes. Currently, the City of Everman does not have excess funds to be able to allocate towards special projects, mitigation, or drainage improvements.

Staff is recommending that the Everman City Council consider the creation of a Storm Water Utility. The City Attorney has outlined the process in doing so below:

The City would first have to create a municipal stormwater (drainage) utility system and declare it a public utility.

The City would have to publish notice (newspaper) stating the time and place of a public hearing to consider the proposed ordinance creating the utility. The proposed ordinance has to be published IN FULL in the notice. The notice has to be published three times before the date of the hearing with the first publication at least 30 days before the date of the hearing.

The ordinance must be adopted by a majority of the entire membership of the Council (ie not just a majority of those present).

The ordinance must state that the governing body finds:

1. That the City will establish a schedule of drainage charges against all real property in the proposed service area subject to charges under Subchapter C (Municipal Drainage Utility Systems) of Chapter 552 of the Texas Local Government Code;
2. That the City will provide drainage for all real property in the proposed service area on payment of drainage charges, except real property exempted under Subchapter C; and
3. That the City will offer drainage service on nondiscriminatory, reasonable and equitable terms.

After passage of that creation ordinance, the City can then levy a schedule of drainage charges. The City will again have to hold a public hearing on the charges. Notice for that hearing must again be published in the newspaper just like for the public hearing on the creation ordinance except that rather than the full text of the creation ordinance, this notice must include the full proposed schedule of the drainage charges.

Sample Revenue Calculations Based on Fee Amounts:

Residential Active Water Accounts - 1,581

Commercial Active Water Accounts - 160

Senior Citizen Active Water Accounts - 311

Sample #1

\$3.00 per Residential Dwelling and \$6.62 per Commercial property

Annual Stormwater Revenue: \$80,822.40

Sample #2

\$4.00 per Residential Dwelling and \$6.62 per Commercial property

Annual Stormwater Revenue: \$103,526.40

Sample #3

\$5.00 per Residential Dwelling and \$6.62 per Commercial property

Annual Stormwater Revenue: \$125,230.40

FISCAL IMPACT:

Stormwater Revenues would be restricted and only eligible to be allocated specifically towards stormwater and drainage improvements.

ORDINANCE NO. 2013-01-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, ADDING ARTICLE VI, STORM WATER (DRAINAGE) UTILITY SYSTEM, TO CHAPTER 130, UTILITIES, ADOPTING THE MUNICIPAL DRAINAGE UTILITY SYSTEM ACT, SUBCHAPTER C OF CHAPTER 552 OF THE TEXAS LOCAL GOVERNMENT CODE, AND ESTABLISHING THE FOREST HILL MUNICIPAL DRAINAGE UTILITY SYSTEM IN THE CITY OF FOREST HILL, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, within the City of Forest Hill there is an existing drainage system which has been developed over a number of years for the purpose of collecting and disposing of storm water runoff; and

WHEREAS, the present system is inadequate to control and manage storm water runoff within the City limits; and

WHEREAS, the City of Forest Hill desires to control and manage the drainage of storm water within the City for the public health, safety and welfare; and

WHEREAS, those elements of the drainage system which provide for the collection and disposal of storm water runoff are of benefit and provide services to all property within the City; and

WHEREAS, the Act authorizes the City to establish a municipal drainage utility system for the purpose of providing rules for the use, operation and maintenance of the storm water system and the financing of necessary repairs, replacements, improvements and extensions thereof; and

WHEREAS, all provisions for notice of a public hearing pursuant to Section 552.045 (c) of the Texas Local Government Code have been met;

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

SECTION 1: LEGISLATIVE FINDINGS: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Chapter 130, "Utilities" of the City of Forest Hill City Code of Ordinances is hereby amended to hereinafter read as follows:

CITY OF FOREST HILL

CHAPTER 130: UTILITIES

"ARTICLE VI: MUNICIPAL STORM WATER (DRAINAGE) UTILITY SYSTEM

Sec. 130-190: Purpose and Adoption.

- A. Purpose. The City finds it to be in the public interest to protect the public health and safety from loss of life and property caused by surface water overflows and surface water stagnation within the boundaries of the City, and further finds that to protect such public interests:
1. The City will establish a schedule of drainage charges against all real property in the City subject to charges under TEXAS LOCAL GOV'T CODE, CHAPTER 552, SUBCHAPTER C, MUNICIPAL DRAINAGE UTILITY SYSTEMS, §552.041 et seq.; and
 2. The City will provide drainage for all real property in the City upon payment of drainage charges, except such real property exempted there from as authorized by the Act; and
 3. The City will offer such drainage service on nondiscriminatory, reasonable, and equitable terms.
- B. Adoption. The City of Forest Hill is authorized and does hereby declare under the Texas Constitution and Vernon's Texas Codes Annotated (V.T.C.A.), Local Government Code, Chapter 552, Subchapter C, entitled, "Municipal Drainage Utility Systems", § 552.041 et seq., that such act is hereby adopted, and it is declared that the drainage of the City shall be a public utility. Pursuant to the provisions of V.T.C.A., Local Government Code, §552.046, the City incorporates its existing drainage facilities, materials, equipment and supplies into the system. The boundaries of the drainage utility system service area shall be the municipal boundary of the City of Forest Hill.

Sec. 130-191: Director.

The Director will be assigned by the City Manager and a member on staff at the City of Forest Hill, knowledgeable with the management and operation of the system. The Director shall administer the storm water utility system. The Director shall keep an accurate record of properties benefitted or served by the storm water utility system and the storm water utility fee charged for each parcel or portion of a parcel.

Sec. 130-192: Program Implementation.

The City Council retains full discretion in establishing the time and quantitative priorities in expending funds on a reasonable basis as the same become available to meet the storm water needs of the City. The passage of this Ordinance shall not be construed to relieve private land owners, developers or other individuals or entities from providing storm water improvements pursuant to the ordinances of the City and the laws of this state which relate to storm water or storm water improvements. The Ordinance does not warrant, guarantee or provide any

assurance that a benefitted property will be free from flooding or erosion, and does not create additional duties nor waive any immunities on the part of the City.

Sec. 130-193: Billing for Service.

The City is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act through the establishment of the municipal drainage utility system. The storm water utility fee shall be separately identified from other public utility billings.

Sec. 130-194: Authority to Levy Charges.

The City may levy a schedule of drainage charges upon satisfaction of the procedural requirements provided in the Act, including public hearings and adoption of the requisite ordinances.

Sec. 130-195: Storm Water Utility Fund.

The Finance Director shall maintain a stormwater utility fund which may consist of one or more accounts. The income of the storm water utility shall be segregated and completely identifiable in the City accounts. Funds and revenues in the storm water utility fund may be paid over and transferred to the City's general fund as allowed by law."

SECTION 3: SEVERABILITY. If any section, subsection, article, paragraph, sentence, clause, phrase, or word in the Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

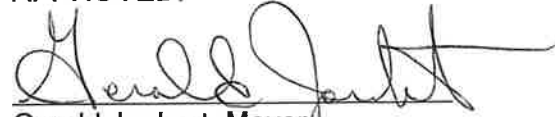
SECTION 4: REPEAL OF CONFLICTING ORDINANCES. All ordinances, orders, and resolutions heretofore passed and adopted by the City Council of the City of Forest Hill, Texas are hereby repealed to the extent said ordinances, orders, or resolutions or part thereof are in conflict herewith, except for the City's Zoning Ordinance unless repealed or amended consistent with state law and city ordinance.

SECTION 5: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by Section 552.045(c) of the Texas Government Code.


SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Forest Hill, Texas on this 15th day of January, 2013.


APPROVED:


Gerald Joubert, Mayor

ATTEST:


Henrietta Roberts, City Secretary

APPROVED AS TO FORM:


Warren Spencer, City Attorney

CITY OF FOREST HILL
ORDINANCE NO. 2013-04-001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, AMENDING ARTICLE VI, STORM WATER (DRAINAGE) UTILITY SYSTEM, TO CHAPTER 130, UTILITIES, ESTABLISHING MONTHLY STORMWATER UTILITY FEES FOR THE PURPOSE OF FUNDING STORMWATER (DRAINAGE) PROJECTS AS AUTHORIZED BY THE MUNICIPAL DRAINAGE UTILITY SYSTEM ACT, SUBCHAPTER C OF CHAPTER 552 OF THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, within the City of Forest Hill there is an existing drainage system which has been developed over a number of years for the purpose of collecting and disposing of stormwater runoff; and

WHEREAS, the present system is inadequate to control and manage stormwater runoff within the City limits; and

WHEREAS, the City Council has adopted Ordinance No 2013-01-001 creating a stormwater (drainage) utility system for the purpose of providing stormwater service for real property in the proposed service areas upon payment of stormwater charges (except real property that is exempt from such charges), and offering stormwater service on non-discriminatory, reasonable and equitable terms; and

WHEREAS, the City Council now desires to levy a schedule of stormwater charges for stormwater services to provide stormwater infrastructure, which the City Council finds is nondiscriminatory, reasonable and equitable; and

WHEREAS, in setting the schedule of charges for stormwater service, the City reviewed an inventory of the lots and tracts within the City and the area and development of the benefitted properties; and

WHEREAS, it is the intent of the City to fund a stormwater utility system that fairly and equitably allocates the cost of stormwater control to properties in proportion to stormwater runoff potential for each type of property;

WHEREAS, all provisions for notice of a public hearing pursuant to Section 552.045 (c) of the Texas Local Government Code have been met;

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

SECTION 1: LEGISLATIVE FINDINGS: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2: Chapter 130, "Utilities" of the City of Forest Hill City Code of Ordinances is hereby amended to hereinafter read as follows:

CITY OF FOREST HILL
CHAPTER 130: UTILITIES

“ARTICLE VI: MUNICIPAL STORM WATER (DRAINAGE) UTILITY SYSTEM

Sec. 130-196: Fees.

- A. The City Council hereby establishes the stormwater utility fees as set forth herein. Stormwater utility fees will be levied against all real property in the established service areas except real property that is exempted by Section 552.053(b)(3) and (C) of the Texas Local Government Code.
- B. Stormwater utility fees shall be calculated as follows for residential and nonresidential properties.
1. Stormwater utility fees for residential property, defined as an improved parcel which not more than four (4) dwelling units are constructed, shall be calculated for each dwelling unit at the following flat rate per dwelling unit:

Fee = \$4.00 per dwelling unit per month

2. Stormwater utility fees for non-residential property shall be calculated for each improved parcel based upon the parcel's total land area in square feet (SF) as identified on Tarrant Appraisal District (TAD) maps per the following rate table.

Tier	Parcel Area in SF	Monthly Fee
1	Less than 20,000	\$6.62
2	20,000 to 49,999	\$14.81
3	50,000 to 99,999	\$36.51
4	100,000 to 199,999	\$60.33
5	200,000 or more	\$153.63

- C. Billing of stormwater fees shall be provided as identified below.
1. The stormwater utility fee for a parcel will be billed to the owner or customer who receives the water, sewer or solid waste billing for the parcel, as recorded in the City's utility billing system.
2. The fee for a non-residential parcel which has multiple or shared utility billing accounts may be allocated to each utility billing account in proportion to the percentage of the land area that is allocated for use by each owner or customer compared to the total area on the parcel.
3. Where an improved parcel is not occupied by a customer that may use water, wastewater, solid waste or other utility service and considered by the City to be vacant, either on a temporary or permanent basis, the City may bill the owner of the parcel for the stormwater utility fee.

4. Where the City does not bill water, wastewater or solid waste service to an owner or customer, the City is hereby authorized to establish a "stormwater only account" and to bill the stormwater utility fee to either the owner or customer, as the director determines is appropriate.
- D. All stormwater utility fees shall be deposited in the stormwater utility fund created under Section 130-195.
- E. The stormwater utility fee will be utilized to fund stormwater projects, equipment, personnel and other costs of service as authorized in Section 552.044(2) of the Texas Local Government Code and the stormwater ordinance.

SECTION 3: SEVERABILITY. If any section, subsection, article, paragraph, sentence, clause, phrase, or word in the Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

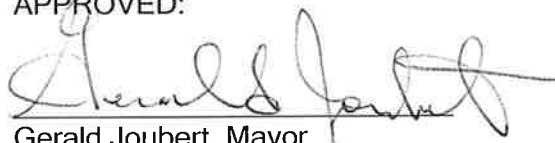
SECTION 4: REPEAL OF CONFLICTING ORDINANCES. All ordinances, orders, and resolutions heretofore passed and adopted by the City Council of the City of Forest Hill, Texas are hereby repealed to the extent said ordinances, orders, or resolutions or part thereof are in conflict herewith, except for the City's Zoning Ordinance unless repealed or amended consistent with state law and city ordinance.

SECTION 5: PROPER NOTICE AND MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately upon and after its passage and publication as may be required by governing law.

DULY PASSED, APPROVED AND ADOPTED by the City Council of the City of Forest Hill, Texas on this 2nd day of April, 2013.


APPROVED:


Gerald Joubert, Mayor

ATTEST:


Henrietta Roberts, City Secretary

APPROVED AS TO FORM:


Warren Spencer, City Attorney



Date: July 26, 2023

To: City of Everman
Attn: Chief Landon Whatley
404 W Enon Ave
Everman, TX 76140

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Everman

Total Transaction Value: \$ 79,224.79

Down Payment: \$ 0.00

Balance to Finance: \$ 79,224.79

Equipment: APX Next XE subscriber refresh. (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3	Option 4
Lease Term	3 Years	4 Years	5 Years	7 Years
Payment Type	Annually Arrears	Annually Arrears	Annually Arrears	Annually Arrears
Lease Rate	6.79%	6.78%	6.75%	6.80%
Lease Factor	0.381089	0.295193	0.243648	0.185657
Payment	\$30,191.70	\$23,386.60	\$19,302.96	\$14,708.64
Payment Commencement	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 8/25/2023. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).
One hundred percent (100%) of a project's acquisition cost can be financed.
Payment frequency can be matched to meet your cash flow and budget requirements.
No pre-payment penalties.
Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications:

Receipt of a properly executed documentation package.
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

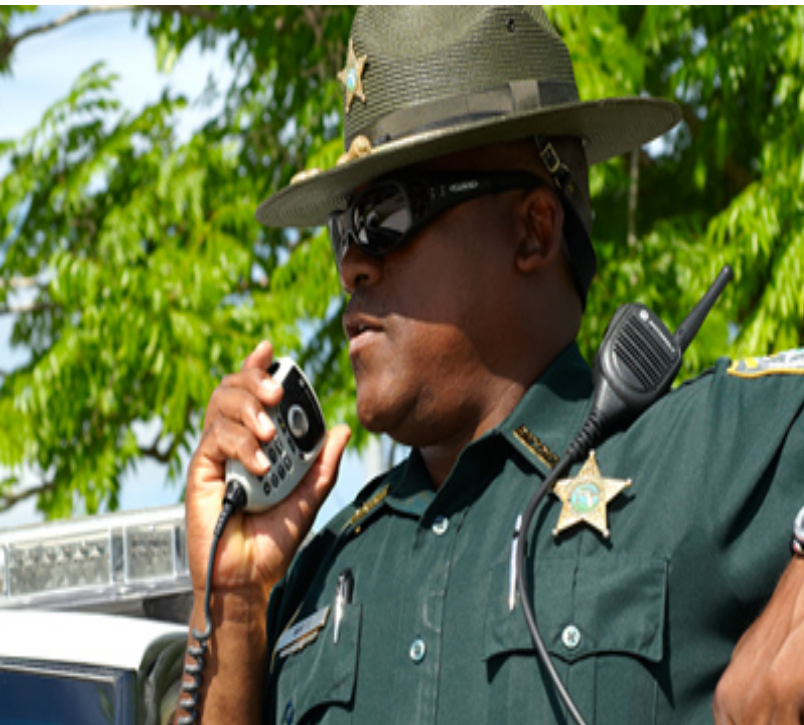
This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation:

Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/Equipment List
Schedule B/Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Jonathan Castilaw
MR
+1 (469) 263-5292



EVERMAN, CITY OF

APX N70 & APX Next

07/05/2023

07/05/2023

EVERMAN, CITY OF
404 W ENON AVE
EVERMAN, TX 76140

RE: Motorola Quote for APX N70 & APX Next
Dear Craig Spencer,

Motorola Solutions is pleased to present EVERMAN, 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.

This information is provided to assist you in your evaluation process. Our goal is to provide EVERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jonathan Castilaw

Motorola Solutions Manufacturer's Representative

Billing Address:
 EVERMAN, CITY OF
 404 W ENON AVE
 EVERMAN, TX 76140
 US

Shipping Address:
 EVERMAN, CITY OF
 404 W ENON AVE
 EVERMAN, TX 76140
 US

Quote Date: 07/05/2023
 Expiration Date: 09/03/2023
 Quote Created By:
 Jonathan Castilaw
 jonathancastilaw@callmc.com

End Customer:
 EVERMAN, CITY OF
 Craig Spencer
 cspencer@evermantx.net

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™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	17		\$5,014.00	\$2,928.18	\$49,779.06
1a	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	17		\$0.00	\$0.00	\$0.00
1b	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	17		\$0.00	\$0.00	\$0.00
1c	QA03399AK	ADD: ENHANCED DATA	17		\$0.00	\$0.00	\$0.00
1d	H38DA	ADD: SMARTZONE OPERATION	17		\$0.00	\$0.00	\$0.00
1e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	17		\$0.00	\$0.00	\$0.00
1f	QA00580BA	ADD: TDMA OPERATION	17		\$0.00	\$0.00	\$0.00
1g	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	17		-\$32.04	-\$32.04	-\$544.68
1h	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO+	17		-\$300.00	-\$300.00	-\$5,100.00



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



QUOTE-2223460
APX N70 & APX Next

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1i	H638EB	ADD: N70 SMART LOCATE MAPPING TRIAL PROMO+	17		-\$56.00	-\$56.00	-\$952.00
1j	BD00001AA	ADD: CORE BUNDLE	17		\$3,106.00	\$1,813.90	\$30,836.30
1k	H499KC	ENH: SUBMERSIBLE (DELTA T)	17		\$0.00	\$0.00	\$0.00
1l	Q361CD	ADD: P25 9600 BAUD TRUNKING	17		\$0.00	\$0.00	\$0.00
1m	QA09001AM	ADD: WIFI CAPABILITY	17		\$0.00	\$0.00	\$0.00
1n	Q387CB	ADD: MULTICAST VOTING SCAN	17		\$0.00	\$0.00	\$0.00
1o	QA09028AA	ADD: VIQI VC RADIO OPERATION	17		\$0.00	\$0.00	\$0.00
1p	BD00010AA	ADD: SECURITY BUNDLE	17		\$1,023.00	\$597.43	\$10,156.31
1q	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	17		\$0.00	\$0.00	\$0.00
1r	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	17		\$0.00	\$0.00	\$0.00
1s	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	17		\$0.00	\$0.00	\$0.00
1t	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	17		\$0.00	\$0.00	\$0.00
2	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
3	LSV01S03060A	APX N70 DMS ESSENTIAL	17	7 YEARS	\$432.43	\$432.43	\$7,351.31
4	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	17	1 YEAR	\$56.00	\$56.00	\$952.00
5	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
6	SSV01P01407B	SMARTPROGRAMMING PROMO+	17	1 YEAR	\$75.00	\$75.00	\$1,275.00
7	SSV01P01406A	SMARTCONNECT PROMO+	17	1 YEAR	\$75.00	\$75.00	\$1,275.00
8	SSV01P01476A	SMARTLOCATE PROMO+	17	1 YEAR	\$75.00	\$75.00	\$1,275.00



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
9	SSV01P01902A	SMARTMAPPING PROMO+	17	1 YEAR	\$75.00	\$75.00	\$1,275.00
10	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	17		\$225.50	\$169.13	\$2,875.21
11	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	17	1 YEAR	\$32.04	\$32.04	\$544.68
12	LSV01S03082A	RADIOCENTRAL PROGRAMMING	17	4 YEARS	\$128.16	\$128.16	\$2,178.72
13	SSV01S01407A	SMARTPROGRAMMING	17	5 YEARS	\$375.00	\$375.00	\$6,375.00
14	SSV01S01406A	SMARTCONNECT	17	5 YEARS	\$375.00	\$375.00	\$6,375.00
15	SSV01S01476A	SMARTLOCATE	17	5 YEARS	\$375.00	\$375.00	\$6,375.00
16	SSV01S01907A	SMARTMAPPING	17	5 YEARS	\$375.00	\$375.00	\$6,375.00
17	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	17		\$486.00	\$364.50	\$6,196.50
18	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	17		\$207.14	\$155.36	\$2,641.12
Product Services							
19	LSV00Q00202A	DEVICE PROGRAMMING	17		\$100.00	\$100.00	\$1,700.00
	APX™ NEXT	APX NEXT SINGLE BAND					
20	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	8		\$6,641.00	\$3,878.34	\$31,026.72
20a	QA00569AP	ADD: 7/800MHZ BAND	8		\$0.00	\$0.00	\$0.00
20b	BD00001AA	ADD: CORE BUNDLE	8		\$3,106.00	\$1,813.90	\$14,511.20
20c	H499KC	ENH: SUBMERSIBLE (DELTA T)	8		Included	Included	Included
20d	H38DA	ADD: SMARTZONE OPERATION	8		Included	Included	Included
20e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	8		Included	Included	Included
20f	Q361CD	ADD: P25 9600 BAUD TRUNKING	8		Included	Included	Included





Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
20g	QA09028AA	ADD: VIQI VC RADIO OPERATION	8		Included	Included	Included
20h	QA03399AK	ADD: ENHANCED DATA	8		Included	Included	Included
20i	Q387CB	ADD: MULTICAST VOTING SCAN	8		Included	Included	Included
20j	QA00580BA	ADD: TDMA OPERATION	8		Included	Included	Included
20k	QA09001AM	ADD: WIFI CAPABILITY	8		Included	Included	Included
20l	BD00010AA	ADD: SECURITY BUNDLE	8		\$1,023.00	\$597.43	\$4,779.44
20m	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	8		Included	Included	Included
20n	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	8		Included	Included	Included
20o	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	8		Included	Included	Included
20p	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	8		Included	Included	Included
20q	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	8		\$0.00	\$0.00	\$0.00
20r	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	8		\$0.00	\$0.00	\$0.00
20s	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	8		-\$300.00	-\$300.00	-\$2,400.00
20t	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	8		-\$32.04	-\$32.04	-\$256.32
20u	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO+	8		-\$56.00	-\$56.00	-\$448.00
20v	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	8		\$0.00	\$0.00	\$0.00
21	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	8		\$248.05	\$186.04	\$1,488.32
22	SSV01P01407B	SMARTPROGRAMMING PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00



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
23	SSV01P01406A	SMARTCONNECT PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
24	SSV01P01476A	SMARTLOCATE PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
25	SSV01P01902A	SMARTMAPPING PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
26	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	8	1 YEAR	\$56.00	\$56.00	\$448.00
27	LSV01S03446A	APX NEXT DMS ESSENTIAL	8	7 YEARS	\$484.60	\$484.60	\$3,876.80
28	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	8	1 YEAR	\$32.04	\$32.04	\$256.32
29	LSV01S03082A	RADIOCENTRAL PROGRAMMING	8	4 YEARS	\$128.16	\$128.16	\$1,025.28
30	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
31	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
32	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
33	SSV01S01407A	SMARTPROGRAMMING	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
34	SSV01S01406A	SMARTCONNECT	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
35	SSV01S01476A	SMARTLOCATE	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
36	SSV01S01907A	SMARTMAPPING	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
37	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US	1		\$1,799.29	\$1,349.47	\$1,349.47
38	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	8		\$169.56	\$127.17	\$1,017.36
39	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	8		\$486.00	\$364.50	\$2,916.00
40	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	6		\$207.14	\$155.36	\$932.16



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Product Services							
41	LSV00Q00202A	DEVICE PROGRAMMING	8		\$100.00	\$100.00	\$800.00

Grand Total

\$214,937.28(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$271,582.91	\$164,609.19
Year 2 Subscription Fee	\$9,905.02	\$9,905.02
Year 3 Subscription Fee	\$9,905.02	\$9,905.02
Year 4 Subscription Fee	\$9,905.02	\$9,905.02
Year 5 Subscription Fee	\$9,905.02	\$9,905.02
Year 6 Subscription Fee	\$9,104.02	\$9,104.02
Year 7 Subscription Fee	\$1,604.02	\$1,604.02
Grand Total System Price	\$321,911.00	\$214,937.28

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.





Motorola's quote (Quote Number: _____ Dated: _____) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-2223460
APX N70 & APX Next

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.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband



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QUOTE-2223460
APX N70 & APX Next

network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



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QUOTE-2223460
APX N70 & APX Next

APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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APX N70 & APX Next

software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning ("TKP"), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



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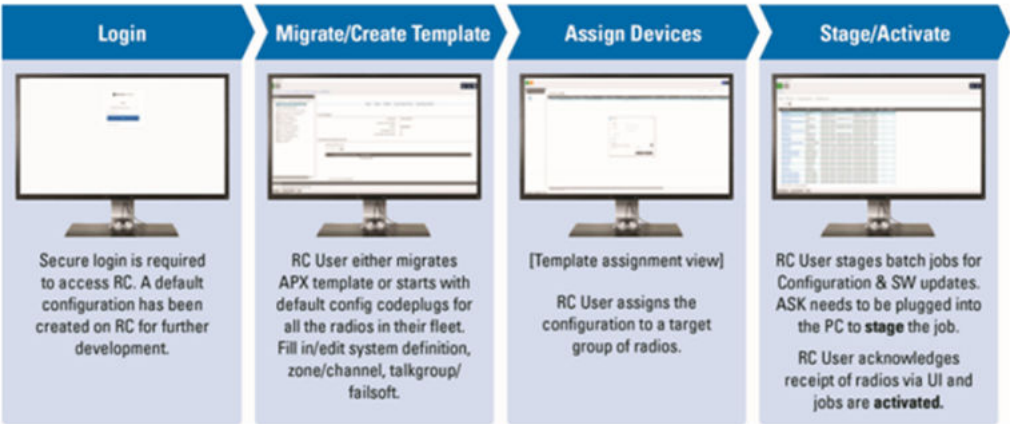


Figure 1: APX N70 Provisioning via Radio Central

EVOLVING WITH APPLICATION SERVICES

APX N70 gives first responders access to mobile features through the following application services described below.

SMARTCONNECT APPLICATION SERVICES

SmartConnect allows first responders to access critical intelligence no matter where the mission takes them. It keeps first responders connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable Push-to-talk (“PTT”) communications as users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that first responders continue to have access to the critical features they need in dangerous situations.



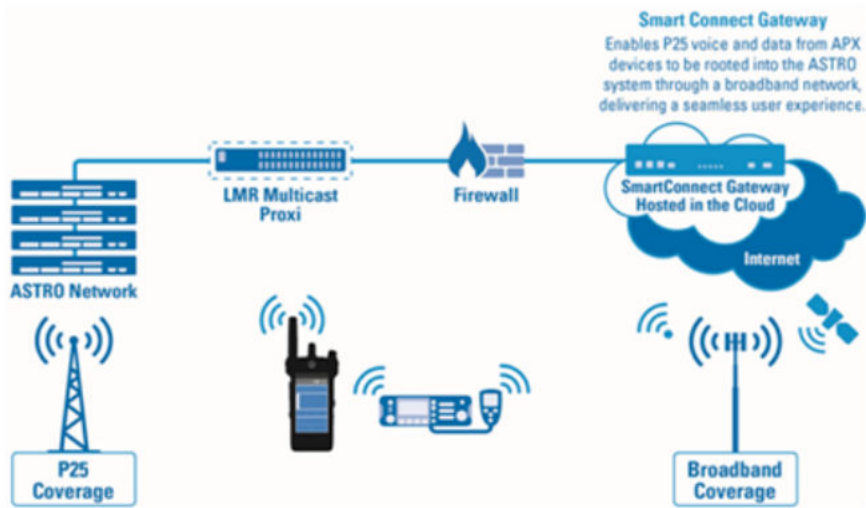


Figure 3: APX N70 SmartConnect Network Elements

SMARTLOCATE APPLICATION SERVICES

The SmartLocate application sends GPS location information of first responders over a broadband network. This enables dispatchers to track field units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and Wi-Fi access points. This leads to more accurate device tracking and improved location performance when a user moves indoors or enters marginal conditions (such as deep street canyons or forested areas).

SmartLocate integrates with CommandCentral Aware to provide location triggers such as time, distance, PTT, emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing investments in CommandCentral Aware. Access to CommandCentral Aware is not included with the SmartLocate subscription.

Note - Dynamic Mode requires IMW and a cloud connector on the P25 system.

SMARTPROGRAMMING APPLICATION SERVICES

Leveraging DMS and Radio Central provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX N70 devices do not need to be tied to a computer via USB cable, limited to Wi-Fi network coverage, or gated by LMR bandwidth. SmartProgramming allows the APX N70 device to take advantage of LTE broadband data speeds to pull programming jobs from Radio Central Programming devices in minutes.



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APX N70 & APX Next

The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

SMARTMAPPING APPLICATION SERVICES

The SmartMapping application provides precise and accessible location information of field units to inform response and improve situational awareness. The application displays this data on the APX N70's modernized map interface. Users can see their own location and the location/status of other crew members at a glance and immediately tap to communicate with them. Users can access SmartMapping directly from the APX N70 home screen, making it easier to leverage the map display in fast-paced situations.

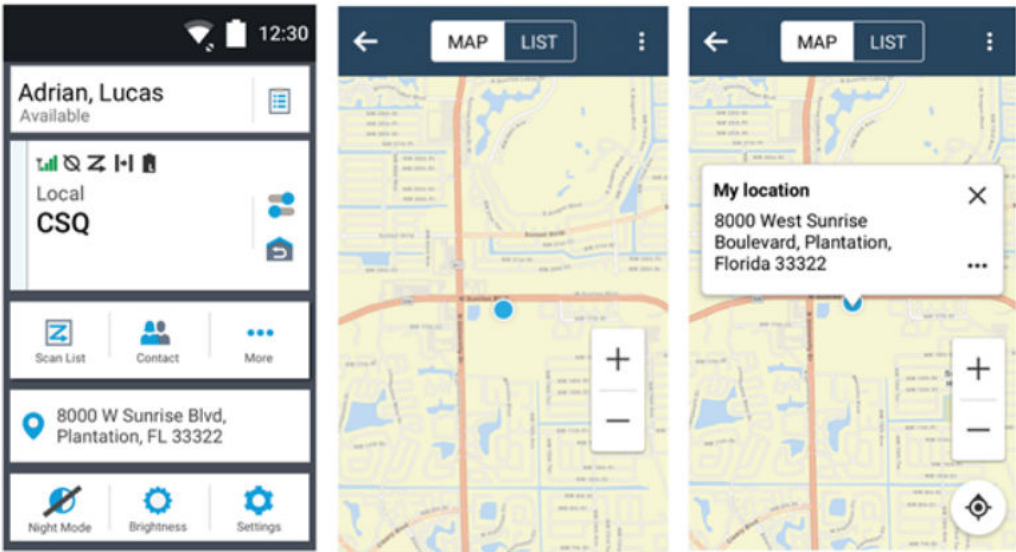


Figure 4: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

- SmartMapping also provides the following capabilities for APX N70 first responders:
- Search for specific users to communicate with using accessible, on-screen navigation and search tools.
 - Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.
 - Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.



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QUOTE-2223460
APX N70 & APX Next

APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and Customer ("Customer").

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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APX N70 & APX Next

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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APX N70 & APX Next

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



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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 <i>Legal</i> 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)



Date: July 18, 2023

To: City of Everman
Attn: Chief Craig Spencer
404 W Enon Ave
Everman, TX 76140

Re: Communications System Financing Proposal

Motorola Solutions, Inc. is pleased to submit the following proposal for the financing of your Motorola communications equipment in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease Purchase Agreement (Tax-exempt)

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Everman

Total Transaction Value: \$ 214,937.28

Down Payment: \$ 0.00

Balance to Finance: \$ 214,937.28

Equipment: APX N70 & APX Next subscriber refresh. (As per the Motorola Solutions equipment proposal.)

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option 1	Option 2	Option 3	Option 4
Lease Term	3 Years	4 Years	5 Years	7 Years
Payment Type	Annually Arrears	Annually Arrears	Annually Arrears	Annually Arrears
Lease Rate	6.18%	5.99%	5.84%	5.71%
Lease Factor	0.376591	0.289631	0.237389	0.178256
Payment	\$80,943.45	\$62,252.50	\$51,023.75	\$38,313.86
Payment Commencement	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution	First payment due one year after contract execution

Expiration: The above lease rates and factors are valid for all leases commenced by 8/17/2023. After this date the rate will be reset to reflect current market conditions.

Program Highlights: Terms up to seven years can be structured for Municipal Lease Purchase Agreement (Tax-exempt).

One hundred percent (100%) of a project's acquisition cost can be financed.

Payment frequency can be matched to meet your cash flow and budget requirements.

No pre-payment penalties.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications:

Receipt of a properly executed documentation package.
Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

Documentation:

Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A/Equipment List
Schedule B/Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease
Delivery & Acceptance Certificate

Please feel free to contact me if there are any questions, or if an alternate structuring is required.

Regards,
Jonathan Castilaw
MR
+1 (469) 263-5292



EVERMAN, CITY OF

APX Next XE's QTY8

07/26/2023

07/26/2023

EVERMAN, CITY OF
404 W ENON AVE
EVERMAN, TX 76140

RE: Motorola Quote for APX Next XE's QTY8
Dear Landon Whatley,

Motorola Solutions is pleased to present EVERMAN, 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.

This information is provided to assist you in your evaluation process. Our goal is to provide EVERMAN, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jonathan Castilaw

Motorola Solutions Manufacturer's Representative

Billing Address:
 EVERMAN, CITY OF
 404 W ENON AVE
 EVERMAN, TX 76140
 US

Shipping Address:
 EVERMAN, CITY OF
 404 W ENON AVE
 EVERMAN, TX 76140
 US

Quote Date:07/26/2023
 Expiration Date:09/24/2023
 Quote Created By:
 Jonathan Castilaw
 jonathancastilaw@callmc.com

End Customer:
 EVERMAN, CITY OF
 Landon Whatley
 lwhatley@evermantx.net

Contract: 34071 - FORT WORTH TX

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT XE SINGLE BAND					
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE	8		\$6,641.00	\$3,878.34	\$31,026.72
1a	QA00569AP	ADD: 7/800MHZ BAND	8		\$0.00	\$0.00	\$0.00
1b	QA01427AK	ALT: APX NEXT XE HOUSING GREEN	8		\$28.00	\$16.35	\$130.80
1c	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO	8		\$770.00	\$449.68	\$3,597.44
1d	BD00001AA	ADD: CORE BUNDLE	8		\$3,106.00	\$1,813.90	\$14,511.20
1e	H499KC	ENH: SUBMERSIBLE (DELTA T)	8		Included	Included	Included
1f	H38DA	ADD: SMARTZONE OPERATION	8		Included	Included	Included
1g	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	8		Included	Included	Included
1h	Q361CD	ADD: P25 9600 BAUD TRUNKING	8		Included	Included	Included
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	8		Included	Included	Included
1j	QA03399AK	ADD: ENHANCED DATA	8		Included	Included	Included



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	Q387CB	ADD: MULTICAST VOTING SCAN	8		Included	Included	Included
1l	QA00580BA	ADD: TDMA OPERATION	8		Included	Included	Included
1m	QA09001AM	ADD: WIFI CAPABILITY	8		Included	Included	Included
1n	BD00010AA	ADD: SECURITY BUNDLE	8		\$1,023.00	\$597.43	\$4,779.44
1o	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	8		Included	Included	Included
1p	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	8		Included	Included	Included
1q	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	8		Included	Included	Included
1r	Q15AU	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	8		Included	Included	Included
1s	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	8		\$0.00	\$0.00	\$0.00
1t	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	8		\$0.00	\$0.00	\$0.00
1u	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO+	8		-\$300.00	-\$300.00	-\$2,400.00
1v	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	8		-\$32.04	-\$32.04	-\$256.32
1w	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO+	8		-\$56.00	-\$56.00	-\$448.00
1x	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	8		\$0.00	\$0.00	\$0.00
2	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2	3		\$284.35	\$213.26	\$639.78
3	SSV01P01407B	SMARTPROGRAMMING PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
4	SSV01P01406A	SMARTCONNECT PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5	SSV01P01476A	SMARTLOCATE PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
6	SSV01P01902A	SMARTMAPPING PROMO+	8	1 YEAR	\$75.00	\$75.00	\$600.00
7	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	8	1 YEAR	\$56.00	\$56.00	\$448.00
8	LSV01S03446A	APX NEXT DMS ESSENTIAL	8	7 YEARS	\$484.60	\$484.60	\$3,876.80
9	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	8	1 YEAR	\$32.04	\$32.04	\$256.32
10	LSV01S03082A	RADIOCENTRAL PROGRAMMING	8	4 YEARS	\$128.16	\$128.16	\$1,025.28
11	PSV00S01424A	APX NEXT PROVISIONING*	1		\$0.00	\$0.00	\$0.00
12	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
13	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
14	SSV01S01407A	SMARTPROGRAMMING	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
15	SSV01S01406A	SMARTCONNECT	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
16	SSV01S01476A	SMARTLOCATE	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
17	SSV01S01907A	SMARTMAPPING	8	5 YEARS	\$375.00	\$375.00	\$3,000.00
Product Services							
18	LSV00Q00203A	DEVICE INSTALLATION	8		\$100.00	\$100.00	\$800.00
19	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	5		\$599.00	\$449.25	\$2,246.25
20	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	4		\$169.56	\$127.17	\$508.68
21	PMMN4132A	ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB	8		\$680.40	\$510.30	\$4,082.40

Grand Total
\$79,224.79(USD)


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

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$103,867.32	\$62,876.54
Year 2 Subscription Fee	\$3,210.15	\$3,210.15
Year 3 Subscription Fee	\$3,210.15	\$3,210.15
Year 4 Subscription Fee	\$3,210.15	\$3,210.15
Year 5 Subscription Fee	\$3,210.15	\$3,210.15
Year 6 Subscription Fee	\$2,953.83	\$2,953.83
Year 7 Subscription Fee	\$553.83	\$553.83
Grand Total System Price	\$120,215.57	\$79,224.79

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.

Motorola's quote (Quote Number: _____ Dated: _____) 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 the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





QUOTE-2247274
APX Next XE's QTY8

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.

SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband



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QUOTE-2247274
APX Next XE's QTY8

network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.





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 <i>Legal</i> 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)



MOTOROLA

LESSEE FACT SHEET Sample Lease Contract

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address Texas Municipalities

Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address:

**Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT**Lease Number: 12345****LESSEE:****Texas Municipalities**

____ TX

LESSOR:Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon delivery of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such

security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of **October 2014**

LESSEE:

LESSOR:

TEXAS MUNICIPALITIES

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #12345 dated _____ by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for **TEXAS MUNICIPALITIES**

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 12345
Lease Number:

This Equipment Schedule dated as of _____ is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and TEXAS MUNICIPALITIES (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 12345 dated as of _____ ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

Initial Term: 60 Months Commencement Date: 11/15/2014
First Payment Due Date: 11/15/2015

5 annual payments of \$XXXXX as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:	LESSOR:
TEXAS MUNICIPALITIES	Motorola Solutions, Inc.
By: _____	By: _____
Title: _____	Title: _____

Schedule B amortization Schedule would be shown below will schedule payments and principal and interest breakouts:

INITIAL INSURANCE REQUIREMENT: \$xxx.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

TEXAS MUNICIPALITIES

By: _____
Title: _____
Date: _____

LESSOR:

Motorola Solutions, Inc.

By: _____
Title: _____
Date: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **TEXAS MUNICIPALITIES**, an entity duly organized and
existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the
date hereof, the individuals named below are the duly elected or appointed officers of such entity holding
offices set forth opposite of their respective names. I further certify that (i) the signatures set opposite their
respective names and titles are their true and authentic signatures and (ii) such officers have the authority on
behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **12345** dated
_____, and Schedule A number **12345** dated _____, between **TEXAS MUNICIPALITIES** and
Motorola Solutions, Inc. .

Name	Title	Signature
_____ (Individual who signed Lease documents should be listed here and sign where applicable)		

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **TEXAS MUNICIPALITIES**, hereto this _____ day of _____, 2014.

By: _____
(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Section 7, Item C.

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **12345** dated _____ to that certain Equipment Lease Purchase Agreement number **12345** dated _____ will be maintained by the **TEXAS MUNICIPALITIES** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **12345** dated _____.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone and fax numbers of insurance provider

Email address of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number **12345**, **TEXAS MUNICIPALITIES**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Lessee:

TEXAS MUNICIPALITIES

By: _____

Its: _____

Date: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1.

What is the specific use of the equipment?
2.

Why is the equipment essential to the operation of **TEXAS MUNICIPALITIES**?
3.

Does the equipment replace existing equipment?

If so, why is the replacement being made?
4.

Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.
5.

What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee:

TEXAS MUNICIPALITIES

By:

Its:

Date:

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERED TO LESSEE
ACCEPTANCE CERTIFICATE

Section 7, Item C.

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: _____

Lease Schedule A Date: _____

Equipment Lease Purchase Agreement No.: 12345 Lease Schedule A No. : 12345

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 12345 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

TEXAS MUNICIPALITIES

By: _____

Date: _____

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on _____, 2014 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

- 1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of _____, 2014, between **TEXAS MUNICIPALITIES**(Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee’s behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): _____
Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

- 3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____	Attested By: _____
Name and Title : _____	Name and Title: _____

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code Section 149 (e)

See separate instructions

Caution: Use Form 8038-GC if the issue price is under \$100,000

OMB No. **Section 7, Item C.****Part I Reporting Authority**If Amended Return, Check here ☐

1 Issuer's name

Texas Municipalities

2 Issuer's employer identification

3 Number and street (or P. O. box if mail is not delivered to Street address)

Room/suite

4 Report number
2011 -

5 City, town, or post office, state, and ZIP code

6 Date of Issue

7 Name of issue

Equipment Lease Purchase Agreement # 123458 CUSIP number
N/A

9 Name and title of officer or legal representative whom the IRS may

10 Telephone number of officer or legal representative

Part II Type of Issue (check applicable box(es) and enter the issue price) See Instructions and attach schedule

11	<input type="checkbox"/>	Education	11	
12	<input type="checkbox"/>	Health and hospital	12	
13	<input type="checkbox"/>	Transportation	13	
14	<input type="checkbox"/>	Public safety	14	
15	<input type="checkbox"/>	Environment (including sewage bonds)	15	
16	<input type="checkbox"/>	Housing	16	
17	<input type="checkbox"/>	Utilities	17	
18	<input type="checkbox"/>	Other. Describe (see instructions)	18	
19	If obligations are TANs or RANs, check box <input type="checkbox"/>		If obligations are BANs, check box <input type="checkbox"/>	
20	If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations (Complete for the entire issue for which this form is being filed)

	(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21			N/A	years	%

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount)

N/A

22	Proceeds used for accrued interest	22	0.00
23	Issue Price of entire issue (Enter amount from line 21, column (b))	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably require reserve or replacement fund	26	
27	Proceeds used to currently refund prior issues	27	
28	Proceeds used to advance refund prior issues	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

N/A

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32	Enter the remaining weighted average maturity of the bonds to be advanced refunded	years
33	Enter the last date on which the refunded bonds will be called	
34	Enter the date(s) the refunded bonds were issued	

Part VI Miscellaneous

N/A

35	Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____		
38	If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller issuer exception), check box <input type="checkbox"/>		
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40	If the issuer has identified a hedge, check box <input type="checkbox"/>		

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

Signature of Issuer's authorized representative _____ Date _____

Type or print name and title _____

Instructions for 8038-G:

On 8038-G forms, the below described lines need to be filled out by the Lessee:

1. **Line No. 2:** Fill in the Lessee's EIN number (a.k.a. "Federal Tax I.D. Number"). (An issuer that does not have an EIN should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained from most IRS and Social Security Administration offices. File Form SS-4 according to the instructions on that form. If the EIN has not been received by the date of filing the 8038-G, write "Applied for" in the space for the EIN).
2. **Line No. 4:** After the preprinted 2005, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 01, 02, etc.). This is your internal tracking of tax-exempt issues during the calendar year.
3. **Line No. 9:** State the name and the title for the legal representative the IRS may call for more information. The legal representative is the person who will be contacted if there are any questions with respect to the IRS form 8038-G and the transaction reported. Typically this person is employed by the issuer and is the same person who signs the IRS Form 8038-G.
4. **Line No. 10:** State the telephone number of the person listed in line 9.

ORDINANCE NO. 800

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AMENDING THE CODE OF ORDINANCES BY REVISING THE FEE SCHEDULE OF THE CITY FOR LICENSES, PERMITS OR OTHER SERVICES OF THE CITY WHERE REQUIRED BY ORDINANCE, RESOLUTION OR ORDER; PROVIDING THAT FUTURE REVISIONS OF THE FEE SCHEDULE SHALL BE PERMITTED BY ORDINANCE OF THE CITY COUNCIL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has previously adopted Ordinance No. 798 of the Code of Ordinances of the City of Everman, Texas, setting forth the various fees for licenses, permits, or other services of the City where required by ordinance, resolution, or order; and

WHEREAS, the fees for licenses, permits or other services necessarily fluctuate based on the changing administrative costs associated with them; and

WHEREAS, the City Council desires to adopt a new fee schedule that accurately represents present-day administrative expenses incurred by the City in administering licenses, permits, or other services.

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

SECTION 1.

The Schedule of Fees, Charges and Expenses attached hereto as Exhibit "A" is hereby adopted as Appendix 1 to the Code of Ordinances of the City of Everman for the purpose of defraying administrative costs connected with the processing, advertising, and reviewing of applications, appeals, permits and other services issued or performed by the City of Everman.

SECTION 2.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 3.

All ordinances of the City of Everman, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4.

This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY ORDAINED, PASSED AND ADOPTED by the City Council of the City of Everman, Texas, on the 1st day of August 2023.

CITY OF EVERMAN, TEXAS

ATTEST:

APPROVED:

Mindi Parks, City Secretary

Ray Richardson, Mayor

APPROVED AS TO FORM:

John D. Oliver, Assistant City Attorney
(031323vwtTM134002)

Exhibit "A"**FEES FOR LICENSES, INSPECTIONS, PERMITS, PLATTING, ZONING, ETC.**

All persons, firms, or corporations applying for licenses, permits, platting, zoning or other city services, activities or uses that by their nature require the applicant to pay a fee incident to such application, shall be required to pay the following fees:

ADMINISTRATIVE

Administrative Fees	
Certificate of Occupancy – Residential	\$80.00
Certificate of Occupancy – Commercial	\$200.00
Returned Check	\$34.00
Copies (per page)	State Fee Chart
Re-inspection fee due to failure	\$35.00
Garage Sale Permit	\$25.00

Mowing and/or Cleaning Property	
Administrative Fee (plus legal and/or filing fees)	\$100.00
Tractor/Mower with Operator	\$65.00/hour – Each
Loader with Operator	\$90.00/hour – Each
Dump Truck with Operator	\$65.00/hour – Each
Hand Mower/Weed Eater with Operator	\$45.00/hour – Each
Extra Personnel/Laborer	\$20.00/hour – Each
Contractor Cleaning/Mowing	Actual Cost plus \$100.00 Administrative Fee

WATER UTILITY

Water Department	
Water Deposit – Residential Owner	\$75.00
Water Deposit – Residential Renter	\$150.00
Water Deposit – Commercial	\$200.00
Water Late Charges	10% of the amount currently owed
Hydrant Meter Deposit	\$1,500.00
Hydrant Meter Service Fee	\$50.00 + Usage
Water Reconnection Fee (After Involuntary Shutoff)	\$50.00
Move of City Utility or Add Vault	Actual Cost
Water Transfer Fee	\$15.00

PLANNING & DEVELOPMENT SERVICES

Building Codes, Permits, & Inspections	
<p>Commercial Building permit fees charged, including Multi-Family, for: New Construction, Additions, Alterations, Remodels, & Repairs of a building, shall be based on the declared valuation of the proposed work. The declared valuation shall include the fair market value of the proposed improvements, including the architectural, structural, electrical, plumbing, mechanical work, paving, parking, drive approach, and the contractor's profit with Table 1.</p> <p>Residential permit fees charged the value of \$75.00 per square foot of area shall be used to determine the valuation for the purpose of computing permit fees in accordance with Table 1 for the following permits: Detached Garages, Permanent Storage/Accessory Buildings (over 320 sq. ft.) and Retaining Walls.</p> <p>For one- and two-family residential dwellings only, the square feet shall be used for: New Construction, Additions, Alterations, Garage Conversions, Remodel & Repairs only for the purposes of computing permit fees in accordance with Table 2.</p> <p>The Building Official may require the applicant to verify the declared value and/or square feet. The building permit fee shall be calculated based upon figures from Table 1 and/or Table 2.</p>	
Table 1 – Building Permit Fee – Based on Proposed Project Valuation	
\$0 and up to \$2,000	\$84.61.
More than \$2,000 and up to \$25,000	\$84.61 for the first \$2,000 plus \$13.13 for each additional \$1,000, or fraction thereof, to and including \$25,000.
More than \$25,000 and up to \$50,000	\$367.24 for the first \$25,000 plus \$9.45 for each additional \$1,000, or fraction thereof, to and including \$50,000
More than \$50,000 and up to \$100,000	\$603.49 for the first \$50,000 plus \$6.56 for each additional \$1,000, or fraction thereof, to and including \$100,000
More than \$100,000 and up to \$500,000	\$931.61 for the first \$100,000 plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$500,000
More than \$500,000 and up to \$1,000,000	\$3,031.61 for the first \$500,000 plus \$4.46 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
More than \$1,000,000	\$5,262.86 for the first \$1,000,000 plus \$2.89 for each additional \$1,000 or fraction thereof
Table 2 – Residential Building Permit Fee – Based on Square Feet	
0 – 1,200 sq. ft.	0.80 cents per square foot
1,201 – 2,000 sq. ft.	0.64 cents per square foot
2,001 sq. ft. and up	0.53 cents per square foot
Table 3 – Commercial and Multi-Family Construction Plan Review Fee*	
<p>*A non-refundable plan review fee shall be assessed to all Commercial and Multi-Family Building (three or more dwelling units in a building, Single, and Two-Family Residential building permit applications at the time of submittal. A building permit application is only considered received once</p>	

the plan review fee has been paid. The non-refundable plan review fee shall be assessed in accordance with the below chart	
\$1.00 to \$10,000	\$55.00
\$10,001 to \$25,000	\$77.76 for the first \$10,000.00, plus \$6.01 for each additional \$1,000.00
\$25,001 to \$50,000	\$167.85 for the first \$25,000 plus \$4.33 for each additional \$1,000.
\$50,001 to \$100,000	\$276.20 for the first \$50,000 plus \$3.00 for each additional \$1,000.
\$100,001 to \$500,000	\$426.35 for the first \$100,000 plus \$2.41 for each additional \$1,000.
\$500,001 to \$1,000,000	\$1,389.95 for the first \$500,000 plus \$2.04 for each additional \$1,000.
\$1,000,001 and up	\$2,407.45 for the first \$1,000,000 plus \$1.35 for each additional \$1,000.
Commercial Construction	
After-Hours Inspections (Note: Minimum 2 hours)	\$150.00
Each Additional Hour	\$75.00
Minimum 30-minute increments	\$37.50
Addition, Alteration, Remodel, & Repairs*	Based on Valuation – Table 1
Fence, Commercial Lot, Privacy or Security	\$50.00
Fence, Commercial Lot, Screening for Outside Storage	\$50.00
Fence Perimeter Screening Fence	\$100.00 – Plus \$5.00 per lot
Fence, Swimming Pool Barrier	\$25.00
Foundation Repair*	Based on Valuation – Table 1
New Constructions*	Based on Valuation – Table 1
Parking Lots – (Note: No charge if issued with project building permit)*	Based on Valuation – Table 1
Public/Semi-Public Swimming Pools or Spa*	Based on Valuation – Table 1
Reroof*	Based on Valuation – Table 1
Retaining Wall	Based on Valuation – Table 1
Revisions to issued Permits	\$50.00 per hour
Sidewalk, Curb, Drive Approach – (Note: No charge if issued with project building permit)	Based on Valuation – Table 1
Work Without Permit – This is an addition to the permit fee charged	Equal to the amount of the permit fee
Fire Plan Review	
*A non-refundable plan review fee shall be assessed when plans have not be reviewed by a third party organization (TPO) and must be reviewed by City staff. Fee calculation is based on project valuation	
\$0 to \$10,000	\$220.00
More than \$10,000 and up to \$50,000	\$330.00
More than \$50,000 and up to \$250,000	\$500.00
More than \$250,000 and up to \$500,000	\$850.00
More than \$500,000 and up to \$1,000,000	\$1,100.00
More than \$1,000,000 and up to \$3,000,000	\$1,600.00
More than \$3,000,000 and up to \$6,000,000	\$2,400.00

More than \$6,000,000	\$2,400.00 plus \$0.25 for each additional \$1,000, or fraction thereof.
Fire Operational Permit Fees	
Aerosol Products	\$50.00
Amusement Buildings	\$100.00
Aviation Facilities	\$50.00
Battery Systems	\$50.00
Combustible Dust-Producing Operations	\$50.00
Combustible Fibers	\$50.00
Compressed Gases	\$50.00
Covered Mall Buildings	\$50.00
Cryogenic Fluids	\$50.00
Cutting and Welding	\$50.00
Flammable and Combustible Liquids	\$50.00
Hazardous Materials	\$350.00
HPM Facilities	\$270.00
High Piled Storage	\$50.00
Industrial Ovens	\$50.00
Lumber yards and woodworking Plants	\$50.00
Liquid or Gas-Fueled Vehicles/Equipment in assembly building	\$50.00
LP-Gas	\$50.00
Magnesium	\$50.00
Open Flames	\$50.00
Organic Coatings	\$50.00
Place of Assembly (Occupant Load 1-299)	\$40.00
Place of Assembly (Occupant Load 300-9999)	\$150.00
Place of Assembly (Occupant Load 10,000-19,999)	\$300.00
Place of Assembly (Occupant Load 20,000-29,999)	\$400.00
Place of Assembly (Occupant Load 30,000-39,999)	\$500.00
Place of Assembly (Occupant Load 40,000-49,999)	\$600.00
Place of Assembly (Occupant Load 50,000 or more)	\$1,000.00
Repair Garages and Motor Fuel-Dispensing Facilities	\$50.00
Spraying or Dipping	\$50.00
Storage of Scrap Tires and Tire byproducts	\$250.00
Temporary Membrane Structures, Tents, and Canopies	\$50.00
Tire Rebuilding Plants	\$50.00
Waste Handling	\$100.00
Single Family Residential Fire Services	
Fire Code Plan Review (residential fire sprinkler)	\$192.50
Fire Code Inspection Services (residential fire sprinkler)	\$440.00
Fire Code Inspection Services – Commercial and Multi-Family Construction (Fire Alarm System & Fire Sprinkler System – based on below valuation.	
Less than \$6,250	\$330.00
\$6,250 to \$250,000	\$467.50
\$250,001 to \$500,000	\$577.50

\$500,001 to \$1,000,000	\$742.50
\$1,000,001 to \$3,000,000	\$1,045.00
\$3,000,001 to \$6,000,000	\$1,567.50
\$6,000,001 and up	\$1,567.50 plus 0.42 for each additional \$1,000.
Fire Underground	
Fire Code Plan Review	\$220.00
Fire Code Plan Inspection	\$275.00
Fire Certificate of Occupancy Inspections	
Fire Certificate of Occupancy Inspections	\$150.00
Annual Fire Safety Inspections	
Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$110.00
Nursing Home / Assisted Living (each inspection and re-inspection per location)	\$275.00
Underground/Aboveground Fuel Storage Tanks	
Fire Code Plan Review	\$385.00
Fire Code Inspection	\$495.00
Site Plan	
Fire Code Plan Review	\$275.00
Fire Code Plan Inspection	\$275.00
Residential Construction	
Addition, Alteration, Remodel & Repairs*	Based on square feet – Table 2; with a minimum charge of \$225.00
Carport, Garage, & Porte Cochere	
When permitted with a new residence*	No charge, included in base permit fee
Carport & Porte Cochere*	\$200.00
Detached Garage*	Based on Valuation – Table 1
Garage Conversion	Based on square feet – Table 2; with a minimum charge of \$225.00
Fee for any permit required, but not elsewhere specified in this fee schedule	\$50.00 Minimum, and the Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Fence – Perimeter Screening Fence	\$100.00 – Plus \$5.00 per lot of location
Fence – Residential Lot	\$25.00 each
Fence – Subdivision Screening Wall	\$100.00 – Plus \$5.00 per lot of location
Fence – Swimming Pool Barrier	\$25.00
Foundation Repair	\$150.00

One and Two Family Residential New Construction*	Based on square feet – Table 2
Patio Cover, Screened Porch, Gazebo, & Decks*	\$225.00
Permanent Storage/Accessory Building over 320 sq. ft.*	Based on Valuation – Table 1
Portable Storage/Accessory Building 320 sq. ft. and under	\$25.00 each
Reroof	\$275.00
Retaining Wall	Based on Valuation – Table 1
Revisions to Issued Permits	\$50.00 per hour
Sidewalk, Curb, Drive Approach (Note: No charge if issued with project building permit)	\$75.00
Solar Panel*	\$275.00
Spa Gunite in ground (1 & 2 Family)	\$35.00
Spa Storable (1 & 2 Family)	\$25.00
Swimming Pool – Above Ground (1 & 2 Family)*	\$125.00
Swimming Pool – In Ground (1 & 2 Family) (Spa Included)*	\$275.00
Temporary Construction Sales Office (residential only)	\$75.00
Window/Door Replacement (2 doors or more)*	\$100.00
Work Without a Permit	Equal to the amount of the permit fee, plus original permit fee

Electrical Permits	
Permit fees for Electrical Associated with Building Permits	
The electrical permit fee charged related to electrical work to build a new building, add onto an existing building, remodel or alter an existing building shall be a no charge permit fee. A no charge permit must be secured prior to commencing work.	
Permit fees for Electrical Work Not Associated with Building Permits	
For electrical work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building, fees shall be assessed as follows:	
Hot-tubs, Spas, and Swimming Pools (above & below ground)	No Charge
Residential, Commercial, and Industrial. There shall be a base permit fee plus the associated fee(s) as listed	
Base permit fee	\$85.00
Electrical Vehicle Charging Station 120 – 480 Volt	\$25.00 each
Equipment rated in HP (Motors) (each)	
Up to and including 3 HP	\$2.00
Over 3 HP and up to and including 10 HP	\$4.00
Over 10 HP	\$6.50
Equipment rated in KW (each)	
Up to and including 15 KW	\$4.00
Over 15 KW and up to and including 50 KW	\$6.50
Over 50 KW	\$13.50
Equipment rated in tons (each)	
Up to and including 5 tons	\$4.00
Over 5 tones and up to and including 7.5 tons	\$6.50

Over 7.5 tons	\$12.50
For any permit required, but not elsewhere specified in this fee schedule	\$50.00 minimum and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Lights, outlets, fixtures, switches, receptables (openings) (each)	
Up to and including 100	\$0.35
Over 100	\$0.30
Services and sub panels: new, repair, replace (each)	
Up to and including 200 amps	\$25.00
Over 200 amps and up to and including 400 amps	\$50.00
Over 400 amps	\$65.00
Sign Branch Circuit (each)	\$15.00
Temporary Pole	\$15.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Irrigation	
Irrigation Permit fee to Install a new irrigation system	
Potable Water	
For 1- & 2-family structures (residential)	\$100.00
For all others (commercial)	\$150.00
Reclaimed Water	
For 1- & 2-family structures (residential)	\$200.00
For all others (commercial)	\$300.00
Irrigation Permit fee to expand or add additional new head(s) and/or zone(s) to an existing system	
Potable Water	
Base fee for 1- & 2-family structures (residential)	\$75.00
Plus for each zone valve in excess of 2	\$25.00
Maximum Fee	\$100.00
Base fee for all others (commercial)	\$75.00
Plus for each zone valve in excess of 2	\$25.00
Maximum Fee	\$150.00
Reclaimed Water	
Base fee for 1- & 2-family structures (residential)	\$75.00
Plus for each zone valve in excess of 2	\$50.00
Maximum Fee	\$200.00
Base fee for all others (commercial)	\$75.00
Plus for each zone valve in excess of 2	\$50.00
Maximum fee	\$300.00

Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.
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Mechanical	
Mechanical Permit Fees Associated with Building Permits	
The mechanical permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or the remodeling or alteration to an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.	
Mechanical Permit Fees Not Associated with Building Permits	
For mechanical work that is not associated with a building permit for construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:	
Note: Permit fee may be assessed to cover plan review, investigation, and inspections.	
Note: 1 Ton = 12,000 Btuh = 1 Horse Power for the purpose of fee assessment	
Base Permit Fee	\$75.00
Install/Replace:	
Absorber, reciprocating, centrifugal, rotary compressor, condensing unit, chiller unit	\$50.00
Plus per ton in excess of 75 tons	\$1.00
Boiler per unit (Steam/Hot Water)	\$30.00
Cooling/heating coils other than DX coils first units, each	\$45.00
Plus each additional coil	\$5.00
Dust/Hazardous Collection/Ventilation Systems first system	\$20.00
Plus each additional system	\$10.00
DX system component (air handling unit, condensing unit, indoor coil, etc.) per first component	\$15.00
Plus per additional component per address	\$5.00
Environmental ductwork only-up to and including 10 outlets	\$15.00
Plus each additional outlet in excess of 10	\$1.50
Forced Air Heating Furnace	\$15.00
Plus per unit per address	\$3.00
HVAC complete refrigeration split/package/DX system up to and including 10 tons per first system	\$30.00
Plus additional system at one address	\$10.00
Miscellaneous appliance (fireplace, exhaust fan, wood burning stove, etc.) first appliance	\$15.00
Plus additional appliance	\$5.00
Non-ducted heater first unit	\$15.00
Plus per additional unit per address	\$3.00
Type I System complete (hood, make-up air, grease duct, exhaust fan) first system	\$75.00
Plus each additional component	\$5.00
Type II System complete (hood, make-up air, duct, exhaust fan) first system	\$75.00
Plus each additional system	\$25.00
Type II Component (hood, make-up air, duct, exhaust fan) first component	\$35.00

Plus each additional component	\$5.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Plumbing	
Plumbing Permit Fees Associated with Building Permits	
The plumbing permit fee charged in conjunction with the construction of a new building, an addition to an existing building, or for the remodeling or alteration of an existing building shall be assessed at no charge. A no charge permit must be secured prior to commencing work.	
Plumbing Permit Fees Not Associated with Building Permits	
For plumbing work that is not associated with a building permit for the construction of a new building, an addition to an existing building, or for the remodeling or alteration to an existing building, fees shall be assessed as listed below. There shall be a base permit fee plus the associated fee(s) as follows:	
Base Permit Fee	\$65.00
Fee for any permit required, but not elsewhere specified in this fee schedule.	\$65.00 minimum, and Building Official may set appropriate fee based on scope of work and/or investigation/plan review to recover the cost of review and inspection.
Backflow prevention devices	
Indoors (first device)	\$20.00
Outdoors (lawn irrigation first device)	\$20.00
Plus for each additional device	\$5.00
Maximum fee per building address	\$200.00
Gas Line	
Install new gas line	\$20.00
Repair/Replace Gas Line	\$20.00
Plus per each outlet	\$2.00
Install:	
New Fixtures (lavatory, sink, water closet, tub, etc.) for the first three	\$30.00
Plus for each additional fixture in excess of three at the same address	\$12.00
Test well or manhole, each	\$25.00
Install/Replace:	
Interceptor (grease, sand, oil, lint) each	\$50.00

Roof drains for the first five	\$25.00
Plus for each in excess of five	\$3.00
Sewer Line	\$10.00
Water heater, first water heater	\$15.00
Plus for each additional water heater	\$5.00
Water line	\$10.00
Water softener system, each	\$25.00
Med Gas Piping Vacuum System (per each outlet/termination)	\$5.00
Mobile home hook up (gas, water, and sewer)	\$20.00
Replace Fixtures (lavatory, sink, water closet, tub, etc.) for the first five	\$20.00
Plus for each additional fixture as building address (Maximum fee: \$400)	\$5.00
Work Without a Permit	Equal to the amount of the permit fee, plus the original permit fee.

Demolition Permit Fee

Demolish, wreck, raze, or dismantle a building or structure within the City	\$100.00
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Business Registration Fees

When a business registration is to be recorded with the Building Official, the following fees shall be applied:

Note: Electrical, Plumbing, and HVAC Mechanical registrations are not charged a fee

1 Year	\$100.00
2 Year	\$175.00

Miscellaneous Fees

Administrative processing of requested documents	\$25.00
Board of Appeals Hearing	
Building Code	\$100.00
Electrical Code	\$100.00
Mechanical Code	\$100.00
Plumbing Code	\$100.00
Easement Use Agreement (non-refundable processing fee)	\$125.00
Early Grading Release	\$100.00
Excavation/Fill Permit	\$100.00
Extension of Permit Application and Issued Permit (one-time)	\$50.00
Parking lot requiring plan review for new construction	Based on Valuation
Reinspection fee	\$75.00
Service Charge to correct, revise, or void submitted permits or Certificates of Occupancy	\$50.00
Temporary Carnival, Circus, or Amusement Ride(s)	\$150.00
Temporary Occupancy of Street (90 day max)	\$30.00
Temporary Outdoor Event Permit	\$150.00

Moving Permit Fees

For a permit to move a building, structure, or part of a building or structure through, upon, or across any sidewalk, street, alley, highway, or other public property of the City, the fee shall be as follows:	
Buildings of less than 300 square feet – when the move is completed in one day	\$125.00
Buildings of 300 – 900 square feet	\$175.00
Buildings of more than 900 square feet	\$250.00
When a building is moved in sections, each section is considered a separate building or structure for the purposes of assessing fees.	
When the move requires more than one day upon the City streets, alleys, or other public property, there shall be added for each additional day an amount equal to 50% of the fee required for the first day.	
When a building is proposed to be located within the City, an inspection fee of \$125 per hour plus round trip mileage is assessed to inspect the building prior to being moved.	

Modular or Pre-fabricated Industrialized Building Fees	
Permit Fee	Based on Valuation of work not including the value of the industrialized building.

Oversize and Overweight Vehicle Fees	
For travel within the City of an oversize and/or overweight vehicle, the fee shall be as follows:	
Single trip	\$75.00
Not exceeding 30 days	\$150.00
Not exceeding 60 days	\$300.00
Not exceeding 90 days	\$450.00
Not exceeding 1 Year	\$600.00
Sign Permit Fees	
For a permit to display within the City, the fee shall be as follows: Note: A change in sign copy or sign face shall constitute a new sign for the purposes of assessment. All applications for a sign permit shall be accompanied by a \$60.00 non-refundable deposit. The deposit shall be credited toward the permit fee when issued. If the permit is not issued for any reason, the deposit is forfeited.	
Billboard Advertising Signs (other than digital)	\$650.00
Digital Billboard Annual Inspection	\$200.00
Digital Billboard Initial Fee	\$1,500.00
Directory and Directional signs less than 8 s.f.	\$60.00
Electronic Message Center Signs Annual Inspection	\$150.00
Ground signs and Multi-Tenant Ground Signs less than or equal to 50 s.f.	\$125.00
Ground signs and Multi-Tenant Ground Signs greater than 50 s.f.	\$250.00
Menu Board and Awning signs less than or equal to 50 s.f.	\$125.00
Onsite/Offsite Development Signs	\$90.00
Pole signs less than or equal to 50 s.f.	\$125.00

Pole signs greater than 50 s.f.	\$250.00
Temporary Advertising signs	\$90.00
Supergraphic Signs	\$600.00
Wall Signs	\$125.00

Health	
Child Care Center Fees	
Application Fee/Plan Review Fee	\$375.00
Change of Ownership	\$300.00
Food Service Included (Initial or Annual Renewal)	\$400.00
No Food Service (Initial of Annual Renewal)	\$200.00
Playground Inspection (Initial or Annual Renewal) per playground at facility	\$50.00
Reinspection Fee	\$150.00
Reinstatement Fee	\$75.00
Service Charge to Revise Permit	\$10.00
Food Service Establishment Fees	
Application Fee/Plan Review Fee	\$450.00
Change of Ownership	\$300.00
Central Preparation Facility Permit Fee (Initial or Annual Renewal)	\$275.00
Emergency Inspection Fee	\$250.00
Permit Fee	\$375.00
Reinspection Fee	\$150.00
Reinstatement Fee	\$75.00
Mobile Food Unit Fees	
Annual Mobile Fee	\$300.00

Municipal Setting Designation	
Note: Filing fees will be in accordance with Tarrant County fee schedule	
Application Fee (non-refundable)	\$1,000.00

Platting	
Note: Filing fees will be in accordance with Tarrant County fee schedule. There is a \$150 non-refundable fee for all plats.	
*Amended Plat Fees	
Amended Plat Correcting Errors	\$300.00
All Other Amended Plats	\$300.00 + \$10.00 per acre
*Combination Plat Fees	
Preliminary plat and final plat for a maximum of 30 lots	\$550.00 + \$85.00 per acre
*Conveyance Plat Fees	
Conveyance Plat for property not intended for immediate development*	\$300.00 + \$10.00 per acre
*does not constitute the approval of the development of property	
*Final Plat Fees	

Final Plat	\$550.00 + \$45.00 per acre
*Miscellaneous Plat Item Fees	
Filing with County of any plat with 5 or more lots in lieu or providing digital file	\$250.00
Staff Consultation Meeting	\$200.00
Public Improvement Plan Review	\$1,000.00
Subdivision name change on a previously review or approved preliminary plat	\$200.00
*Plat Vacation Fees	
Plat vacation	\$500.00
*Preliminary Plats Fees	
All Preliminary Plats	\$550.00 + \$40.00 per acre
Replats/Minor Plat Fees	
Minor Plat	\$550.00 + \$35.00 per acre
Replat with Property Owner Notification	\$575.00 + \$35.00 per acre
Replat without Property Owner Notification	\$450.00 + \$35.00 per acre
*Special Plat Filing Fees	
By mail	\$600.00
Hand Delivered	\$900.00
Abandonments	
Abandonments by Plat	\$300.00
Abandonments by Separate Instrument	\$400.00

Zoning	
Development Plan Fees	
Administrative Change to Approved Development Plan	\$375.00
Development Plan (without "PD" zoning request)	\$1,800.00 + \$50 per acre
Landscape/Tree Preservation Plan Review/Permit Fees	
When a fee is required for the review of landscape plans in conjunction with the processing of building permits, the amount shall be based on the area of the lot to be developed.	
Square Feet of Lot to be Developed:	
Up to and including five (5) acres	\$230.00
Over five (5) acres, up to and including twenty (20) acres	\$400.00
Over twenty (20) acres	\$600.00
Tree removal permit, not in conjunction with a building permit (Maximum: \$150)	\$10.00 per tree
Miscellaneous Zoning Fee	
Alcohol Distance Appeal Application	\$1,000.00
Alternative Equivalent Compliance Review	\$375.00
Renotification Fee	\$125.00
Staff Placement of Zoning Change Request Signs	\$100.00
Zoning Board of Adjustment Application Fee	\$200.00

Zoning Verification Letter (per site)	\$50.00
Specific Use Permits (SUP) Fees	
SUP submitted with zoning change request – No Charge	\$0.00
SUP submitted without zoning change request	\$1,000.00 + \$50.00 per acre (\$15,000 max)
Zoning Case Type Fees	
All requests to Single Family Residential	\$1,000.00
Request for “PD” zoning with Development Plan	\$2,000.00 + \$100 per acre
All Other Requests	\$1,000.00 + \$50 per acre (\$15,000 max)

POLICE DEPARTMENT FEES

Alarm Permits	
Residential (Annual)	\$30.00
Commercial (Annual)	\$50.00
Animal Control Fees	
Animal Registration	
Initial Registration (includes microchipping)	\$20.00
Annual Renewal Registration	\$10.00
Adoption Fees	
Dog (includes microchipping and 1 st year registration)	\$80.00
Cat	\$30.00
Impoundment	
First Impoundment	\$50.00
Second Impoundment	\$75.00
Third Impoundment	\$100.00
Quarantine (Shelter)	\$20.00/day
Quarantine (In Home for eligible animals only)	\$5.00/day
Miscellaneous	
Boarding (Must be eligible and only when room is available)	\$15.00/day
Owner Surrender (Altered)	\$35.00
Owner Surrender (Unaltered)	\$50.00
Corpse Removal Fee (from residence)	\$20.00
Euthanasia at Owners Request	\$35.00
Corpse Disposal Fee	\$35.00
Kennel Permit Fee	\$25.00
Animal Trap Deposit (refundable upon return)	\$250.00
Miscellaneous	
Police Security (per Officer)	\$45.00/hour

Impounded Vehicle Release Fee	\$15.00
False Alarm Response	\$50.00

CIVIC CENTER FEES

Rental Fees	
Ballroom – Resident – Monday through Sunday – Hourly	\$250.00
Ballroom – Resident – Monday through Thursday – 8 Hour	\$1,200.00
Ballroom – Resident – Saturday – 12 hour	\$2,000.00
Ballroom – Resident – Friday or Sunday – 12 hour	\$1,500.00
Ballroom – Non-Resident – Monday through Sunday – Hourly	\$250.00
Ballroom – Non-Resident – Monday through Thursday – 8 Hour	\$1,500.00
Ballroom – Non-Resident – Saturday – 12 hour	\$2,500.00
Ballroom – Non-Resident – Friday or Sunday – 12 hour	\$2,000.00
Conference Room Rental with Ballroom Rental – Flat Fee	\$125.00
Conference Room Rental – Hourly	\$125.00
Tablecloths	\$4.00 each
Kitchen Rental – Flat Rate with other rental	\$125.00
Rental Damage Deposit	\$500.00
Alcohol Use Damage Deposit	\$250.00