Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Videoconference via ZOOM
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, June 15, 2021
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Tuesday, June 15, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak during Citizen Comments, you must register with the City Secretary before 4pm on Tuesday, June 15, 2021, email citysecretary@duncanville.com and title the email "Public Comment – June 15th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your camera and microphone for you to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technological issues that may arise.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_r-uFrkluQCS4KxAcL0H_AA

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

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WORK SESSION / BRIEFING

Citizen comments will not be heard during the Work Session/Briefing but will be heard during the Regular Session.

1. DISCUSS AGENDA ITEMS

2. BRIEFINGS / PRESENTATIONS

A. Briefing to City Council regarding the 2021 Independence Day Celebration. 5

2021 Independence Day Celebration

B. Update to City Council regarding Trash Collection by Republic Services during the Winter Storm Event which occurred in February 2021. 6

Winter Storm Trash Collection Discussion

EXECUTIVE SESSION

1. "City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Govt Code to seek legal advise from the City Attorney regarding pending litigation to wit:

    1. City of Duncanville v. EON Reality, Cause No. DC-21-00095 filed in the District Court 134th Judicial District Dallas, Texas.
    2. Pamela McAllister v. City of Duncanville, Cause No. DC-21-06105 in the 116th District Court, Dallas County, Texas."

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Holy Spirit Catholic Church - Deacon Gene Freeman

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Recognition of Keep Duncanville Beautiful Summer 2021 Curb Appeal Residential Properties. 7 - 10

Keep Duncanville Beautiful Summer 2021 Curb Appeal

B. Proclamation in recognition of Juneteenth Day in Duncanville 2021. 11 - 12

Proclamation - Juneteenth

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

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The City Secretary will still set a two-minute time limit on the comments as they are read.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A.	Consider the Minutes for the April 20, 2021 City Council Regular Meeting. 2021-04-20 - City Council Minutes - UNAPPROVED	13 - 18
B.	Consider a Resolution approving the terms and conditions of Professional Engineering Service Agreement PSA #21-028 for Sanitary Sewer Evaluation Surveys of Basin WA, with Burgess & Niple, Inc., for a total cost not to exceed $100,000.00. PSA 21-028 Burgess & Niple Basin Surveys	19 - 44
C.	Consider a Resolution authorizing a Cooperative Purchase for P25 radio equipment and other related services from Motorola Solutions, Inc. using the Houston Galveston Area Council (HGAC) Contract RA05-18 with an estimated amount not to exceed $2,023,922.00. P25 Radio Equipment	45 - 147
D.	Consider a Resolution authorizing an amendment to Contract #20-097 for providing security officers for Duncanville Fieldhouse, and a contract increase in the amount of $25,000.00 for a new annual amount not to exceed $75,000.00 with Exclusive Protection Services, LLC. Security Agreement for Duncanville Fieldhouse	148
E.	Consider a Resolution authorizing payment of Ancillary Services to Gexa Energy in the amount of $195,729.77. Winter Storm Uri Ancillary Cost Recovery	154 - 157

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Conduct a Public Hearing (2021-13) for consideration and action regarding the request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit “SUP” to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas. 158 - 180

Drive-Thru - 103 N Cedar Ridge Road

B. Conduct a Public Hearing (2021-14) for consideration and action regarding the request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit “SUP” to allow for Auto Repair and Services, Major on Duncanville Industrial District 6th Installment, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas. 181 - 205

SUP - Auto Repair and Services - 703 Big Stone Gap Road

C. Conduct a Public Hearing (2021-15) for consideration and action regarding the request of Jenissa Rice, Applicant, representing Cedar Hill Holding LLC., Owner, requesting a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas. 206 - 228

SUP - Bus and Truck Storage and Rental and Hauling

D. Consider a Resolution approving the terms and conditions of a renewal lease by and between the City of Duncanville and the Duncanville Community Theatre, a Texas non-profit corporation; providing for terms and conditions of a lease. 229 - 241

Duncanville Community Theatre

E. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

A. Receive the Economic Development Department Quarterly Report.

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City’s website www.duncanville.com and said Notice was posted on the following date and time: **Thursday, June 10, 2021 at 6:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Kristin Downs, City Secretary

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON LA SECCIÓN 30.07 DEL CÓDIGO PENAL (PREVARICACIÓN POR LICENCIATARIO CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS PARA PORTAR ARMAS), NO PUEDEN ENTRAR A LA SALA DE REUNIONES CON UNA ARMA DE MANO QUE SE PRACTICA ABIERTAMENTE.

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“PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN”

“DE ACUERDO CON LA SECCIÓN 30.06 DEL CÓDIGO PENAL (INGRESO SIN AUTORIZACIÓN DE UN PORTADOR DE UNA LICENCIA PARA LLEVAR UN ARMA CORTA OCULTA), UNA PERSONA CON LICENCIA SEGÚN EL SUBCAPÍTULO H, CAPÍTULO 411 DEL CÓDIGO DEL GOBIERNO (LEY PARA PORTAR ARMAS CORTAS OCULTAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UN ARMA CORTA OCULTA”

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Briefing to City Council regarding the 2021 Independence Day Celebration.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **5. Grow Duncanville (Culture, Sports, Technology)**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Staff will provide an update on the planning efforts for the 2021 Independence Day Celebration to be held on Saturday, July 3, 2021. The day will begin with the annual Duncanville Lion's Club parade at 9 AM, and will continue with family festivities in Armstrong Park from 6:00 PM to approximately 10:00 PM. The celebration will conclude with another spectacular fireworks display by Pyrotechnico, the same pyrotechnic company for the past three years.

POLICY EXPLANATION:
Staff will be updating the Council regarding the Independence Day Celebration.

FUNDING SOURCE:
Funding for the Independence Day Celebration is included in the General Fund.

Contract Log #:
N/A

RECOMMENDATION:
N/A

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Update to City Council regarding Trash Collection by Republic Services during the Winter Storm Event which occurred in February 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Bryan G. Ramey II, P.E., Director of Public Works
Jacqueline R. Culton, P.E., Assistant Director of Public Works

BACKGROUND/HISTORY:
Councilmember Cooks requested via the City Manager an update to trash collection discussion by Republic Services during the Winter Storm Event which occurred in February 2021.

City Council was previously briefed by Staff on April 6, 2021. Since that time, Staff met with Republic to discuss opportunities for improvement.

POLICY EXPLANATION:
N/A

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
N/A

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Recognition of Keep Duncanville Beautiful Summer 2021 Curb Appeal Residential Properties.

FY 2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Timothy Hamilton, KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fill this goal for residential property recognition. The properties chosen for the Summer 2021 Curb Appeal Residential Properties include:

District 1: Rafael Ramos
1027 Lansdale Dr.
Duncanville, TX 75116

District 2: Rebecca Garza
310 Robin Hill Ln.
Duncanville, TX 75137

District 3: Linden Thompson
706 Monroe Dr.
Duncanville, TX 75137

District 4: Dennis Bell
1526 Lime Leaf Ln.
Duncanville, TX 75137

District 5: Gordon Mangum
903 Georgeland Dr.
Duncanville, TX 75116

POLICY EXPLANATION:
One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of one month as well as bag of gardening gifts, recognition at a regular City Council meeting, and an article including photo of the property in the City's newsletter, the *Champion*.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:
Funds are budgeted in the KDB annual budget, which is funded by the DCEDC, for the yard signs and bag of gardening gifts.

Contract Log #:
N/A

RECOMMENDATION:
N/A

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Proclamation in recognition of Juneteenth Day in Duncanville 2021.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **N/A**
  - **Goal: N/A**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
On June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves. Each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as "Juneteenth". The City of Duncanville has historically recognized Juneteenth Recognition Day and the Mayor traditionally recognizes these events by proclamation.

POLICY EXPLANATION:
The annual Best Southwest Juneteenth Celebration will be held on June 19, 2021 from 6:00 - 10:00 p.m. at Grimes Park, 501 E. Wintergreen Road, DeSoto, TX 75115. We encourage all elected officials and citizens to join in the celebration.

FUNDING SOURCE:
There is no policy decision associated with this item.

Contract Log #:
N/A

RECOMMENDATION:
This is a proclamation only, and no action is required.

ATTACHMENTS:
Proclamation - Juneteenth 2021

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, on June 19, 1865, Union soldiers led by Major General Gordon Granger arrived at Galveston, Texas to enforce President Lincoln's Emancipation Proclamation and declare freedom for all slaves; and

WHEREAS, each year thereafter, former Texas slaves and their descendants joined in a celebration of freedom on June 19th, and the day became known as "Juneteenth"; and

WHEREAS, across our nation, Americans continue to celebrate Juneteenth, a day to reflect upon the sufferings of slavery and to remember the joyful declaration of freedom; and

WHEREAS, it is a time of rejoicing with family and friends and a time for planning the future; and

WHEREAS, the 2021 Best Southwest Juneteenth Celebration will be held on June 19, 2021 from 6:00 – 10:00 p.m. at Grimes Park, 501 E. Wintergreen Road, DeSoto, TX 75115.

NOW, THEREFORE, I, Barry L. Gordon, Mayor of the City of Duncanville, Texas do hereby proclaim June 19, 2021 as

JUNETEENTH RECOGNITION DAY IN DUNCANVILLE

and urge all citizens to acknowledge the importance of this date in the history of the African American culture. This celebration acknowledges the history of an important part of American society and aids in unifying our city, and our nation as a whole.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 15th day of June, 2021.

Mayor, The City of Duncanville

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, April 20, 2021

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, April 20, 2021, at 6:00 p.m. via videoconference with a quorum to wit:

COUNCIL PRESENT:	Mayor Barry L. Gordon Councilmember At-Large Patrick Harvey Councilmember Joe Veracruz Councilmember Don McBurnett Councilmember Monte Anderson Mayor Pro Tem Mark D. Cooks Councilmember Johnette Jameson
STAFF VIA VIDEO CONFERENCING:	IT Director Tracy Beekman Interim Assistant City Manager Robert D. Brown Jr. Interim Chief of Police Mark LiVigni Finance Director Richard Summerlin Public Works Director Bryan Greg Ramey City Secretary Kristin Downs City Manager Aretha R. Ferrell-Benavides City Attorney Robert E. Hager

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I. WORK SESSION / BRIEFING

I.1. DISCUSS AGENDA ITEMS

Mayor Gordon read the item into record, and City Manager Ferrell-Benavides reviewed each item. Item 4A - approving the terms and conditions of a Master Agreement Governing Major Capital Improvement Project between the City of Duncanville and Dallas County for the Governance of the Major Capital Improvement Program. The Previous MCIP Agreement was executed in 2011, a ten-year agreement that allows the City of Duncanville to leverage Dallas County assets to support road improvements. The City uses the County for annual long-line striping for pavement markings. Most recently, it also was the method used to get emergency leveling of Wintergreen Rd between Cockrell Hill Rd and DeSoto bridge in Southeast corner of the City as well as

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the follow-on rehab work at that location. Item 4B - approving the terms and conditions of Amendment #2 to the Municipal Maintenance Agreement with the State of Texas Department of Transportation (TXDOT) to allow the City to install and maintain the restriping and installation of delineators for bike and pedestrian traffic and the bridge at the intersection of US 67 and Danieldale within TXDOT right-of-way. The Municipal Maintenance agreement with TXDOT dates back to 1994. The purpose is to delineate maintenance responsibilities between the State and City of Duncanville. The base document (1994) outlines "standard" responsibilities. Amendment #1 (2005) allowed the City to mow and pick-up litter along I-20 during the Growing Season. Amendment #2 (2021) allows the City to change the pavement markings and add curbs & delineators across the Danieldale Rd bridge over US-67, which will allow for bike and pedestrian use and stipulates that the City is responsible for maintaining the pavement markings and curbs & delineators in perpetuity.

I.2. BRIEFINGS / PRESENTATIONS

I.2.A. ***Winter Storm URI after action review.***

Lauren Sanchez, Regional Emergency Management Coordinator presented the item.

Winter Storm Uri Overview

- Event Dates: February 12-20, 2021
  - State of Texas Disaster Declaration - February 12, 2021
  - FEMA Disaster Declaration - February 14, 2021
- Dangerously cold temperatures, snow, ice, power failure, water outages
- February 15 - 18, 2021 City Facilities closed to the public
- City Response:
  - Daily virtual coordination calls
  - Treatment of roads/bridges
  - Emergency water shut offs and repairs
  - Utilization of emergency generators
  - Distribution of drinking water to residents
  - Maintained water tank level to avoid Water Boil Notice

Discussion on review and action items took place.

Mayor Gordon requested Council be provided updates on the action items as they are completed.

I.2.B. ***Discuss Independence Day Celebration scheduled for July 4, 2021.***

Parks and Recreation Director Stevenson presented the item.

Council concluded:

- A Fourth of July Celebration will take place.
  - The Fourth of July Celebrations will be held on Saturday, July 3, 2021.

I.2.C. ***Discussion regarding the addition of two (2) classified, civil service positions to the Police Department.***

Item requested by Mayor Pro Tem Cooks.

Interim Police Chief LiVigni presented the item. Since 2009 our Police Force has been reduced by two (2) positions; 2010 reduced from 62 to 61 sworn classified positions (Ordinance #2126), and 2014 reduced from 61 to 60 sworn classified positions (Ordinance #2231).

Currently:

- Two (2) Vacancies
  - Entrance exam given 4/3/2021
  - Processing list of thirteen (13)
- Five (5) Cadets in training (Academy)
  - Likely assigned 4th Qtr. 2021
- Patrol Staffing is down six (6)
- Deployment Team is not yet staffed

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- Mental Health Team member is not assigned
    - Grant-Funded on Regional Team for one (1) year, likely beginning March/April 2022

The following items were discussed; increase in Police Calls for Service, response times, vehicular stops made, crash investigations and arrests, cases assigned to detectives, and what has changed.

1st Year Cost of Adding Two Police Officers

	NO EXPERIENCE	CERTIFIED
Processing & Equipping	$10,015.00	$10,015.00
Training	$2,200.00	0
Salary/HR Costs/Bonus	$79,622.00	$80,622.00
	$91,837.00	$90,637.00
X 2	$183,674.00	$181,274.00

1st Year for officer on grant funded mental crisis response team would be grant-funded.

Council concluded the following:

- The City needs more Officers on Patrol.

Council would like Staff to submit a formal recommendation with a full budget explanation.

I.2.D. ***Discussion on City Council Rules of Procedures regarding "Rule D - Agenda Rules" friendly amendments and motions.***
Item requested by At-Large Councilmember Harvey.
At-Large Councilmember Harvey presented the item and asked for an explanation of “Rule D – Agenda Rules”.

City Attorney Hager discussed the rules and how Council generally conducted business over time. An agenda item that requires a motion to pass, Council is asked to consider a Resolution or an Ordinance. A motion is made, generally to approve or deny a pending agenda item. The motion by virtue of the Texas Open Meetings Act requires that a motion for approval be posted as an agenda item. During the course of those agenda items, Council may want to amend the motion or to amend the Resolution or Ordinance. A motion to amend the motion is fielded by the Mayor. Under Robert’s Rules which are advisory under the Council’s Rules of Procedures; to make the amending motion needs to receive a second, and then a vote is taken. If the vote is approved and it is within the parameters of the agenda item, the item is passed, then there is an amended motion to amend that Ordinance. Any motion to amend must be within the parameters of the Resolution or the agenda item, if the amendment is not within the parameters it violates the Texas Open Meetings Act. Under Robert’s Rules there is no such thing as a friendly amendment. A friendly amendment is a contrivance that is used in order to take two votes on the same agenda item. A friendly amendment generally works when the movement is asked by a Councilmember to accept a friendly amendment, if it is consented to by the movement and seconded, then the amended motion is then restated by the movement to include to the friendly amendment.

Under Robert’s Rules and the commentaries; The term ***friendly amendment*** is used to describe an amendment offered by someone who is in sympathy with the purposes of the main motion, in the belief that the amendment will either improve the statement or effect of the main motion, presumably to the satisfaction of its maker, or will increase the chances of the main motion’s adoption. Regardless of whether or not the maker of the main motion “accepts”

UNAPPROVED

the amendment, it must be opened to debate and voted on formally (unless adopted by unanimous consent).
At the Council Meeting held on April 6, 2021 to consider amending the code of ordinances to include a homestead exemption. Under the main motion was made by Councilmember Jameson and seconded. At-Large Councilmember Harvey offered a friendly amendment on how it was to be funded. The funding issues are budgetary items, there was nothing on the agenda to include a budgetary item on how to pay, if the homestead exemption was approved.

Mayor Gordon stated Robert's Rules of Order is advisory only and is not stated in the Council's Rules of Procedures that Council abides by Robert's Rules of Order.

At-Large Councilmember Harvey requested at the May 4, 2021 City Council Meeting a budget item on how to pay for a homestead exemption.

Mayor Gordon stated the Homestead Exemption has been disapproved and falls under the 60-day rule.

Councilmember Jameson stated Council needs to change the Rules of Procedures.

I.2.E. ***Discussion on in person meetings.***
Mayor Gordon presented the item.

Council concluded the following:

- Return to in person City Council meetings on June 1, 2021.

Councilmember McBurnett requested Item 5A be moved to the Consent Agenda. Council agreed.

II. EXECUTIVE SESSION

No Executive Sessions were held.

Briefing Session was adjourned at 8:17 p.m.

III. REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M.)

The City Council convened into Regular Session in the Council Chambers at 8:18 p.m. with Mayor Gordon presiding.

The Invocation was delivered by Mayor Pro Tem Cooks.

The Pledge of Allegiance and Texas Pledge were led by Mayor Gordon.

III.1. REPORTS

III.1.A. ***Mayor's Report.***
Mayor Gordon spoke on the Memorial Service for the late Assistant City Manager Paul Frederiksen and stated Chief Robert D. Brown Jr. has been appointed as the Assistant City Manager.

III.1.B. ***Councilmembers' Reports***
Councilmember McBurnett spoke on the Operation Clean Duncanville event and thanked Councilmember Anderson for his time served on Council.

Mayor Pro Tem Cooks encouraged citizens to attend:
Meet, Connect, and Learn
Topic: Code Enforcement

III.1.C. ***City Manager's Report.***
City Manager Ferrell-Benavides encouraged citizens to attend:

Fire Station Number 1 Town Hall
Virtual
April 29, 2021
7:00 – 9:00 p.m.

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Police Memorial Day
In front of the Police Department
May 14, 2021
10:00 – 11:00 a.m.

Fire Truck Pull
Senior Center Parking Lot
May 22, 2021

III.2. PROCLAMATIONS AND PRESENTATIONS

III.2.A. ***Recognition of Keep Duncanville Beautiful Spring 2021 Curb Appeal Residential Properties.***
Timothy Hamilton presented the item.

District 1: Sue Lesley 1050 Dove Creek Dr. Duncanville, TX 75137

District 2: Paula Lee 226 Meadowlark Ln. Duncanville, TX 75116

District 3: Jerry Burns 622 E. Center St. Duncanville, TX 75116

District 4: Owner requested anonymity/no public recognition.

District 5: Marcelino Jr. & Dahilla Luna 1214 Lodema Ln. Duncanville, TX 75116

III.2.B. ***Introduce Duncanville High School Youth in Government Program Officers.***
Item requested by Mayor Pro Tem Cooks. Mayor Pro Tem Cooks presented item.

III.3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

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The City Secretary will still set a two-minute time limit on the comments as they are read.

Mayor Gordon read the item into record. The following spoke during the Citizens Input Period:

Joycelyn Franklin submitted a comment via email:

I am emailing you to request that the President of Southwest Dallas County Alumnae (SWDCA) be allowed to speak briefly during the Public Comment section about our sorority and our commitment to public service in Duncanville, TX – part of our service areas. A number of our members reside in Duncanville.

Mrs. Brandi Hicks will be the speaker. She resides at 6821 Sunshade Ln., Dallas, TX.

Thank you for the opportunity for our President to speak on behalf of our Chapter during the allotted time.

UNAPPROVED

III.4. CONSENT AGENDA

Mayor Gordon requested that City Secretary Kristin Downs read the Consent Agenda Items.

III.4.A. ***Consider a Resolution approving the terms and conditions of a Master Agreement Governing Major Capital Improvement Project between the City of Duncanville and Dallas County for the Governance of the Major Capital Improvement Program and Authorizing the City Manager to Execute the Agreement.***

III.4.B. ***Consider a Resolution approving the terms and conditions of Amendment #2 to the Municipal Maintenance Agreement with the State of Texas Department of Transportation (TXDOT) to allow the City to install and maintain the restriping and installation of delineators for bike and pedestrian traffic and the bridge at the intersection of US 67 and Danieldale within TXDOT right-of-way.***

III.5.A. ***Consider an Ordinance amending Section 19-163 of the City Ordinance to add Frank Keasler Blvd to the list of no-through-truck zones.***

Councilmember Johnette Jameson made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against. Items passed.

III.5. ITEMS FOR INDIVIDUAL CONSIDERATION

III.5.A. ***Consider an Ordinance amending Section 19-163 of the City Ordinance to add Frank Keasler Blvd to the list of no-through-truck zones.***

Item was moved to the Consent Agenda.

III.5.B. ***Take any necessary action as a result of the Executive Session.***
No executive sessions held.

III.6. STAFF AND BOARD REPORTS

III.6.A. ***Receive the Police Department Quarterly Report.***
Interim Police Chief LiVigni presented the item.

IV. ADJOURNMENT

The meeting was adjourned at 9:12 p.m.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

UNAPPROVED

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Consider a Resolution approving the terms and conditions of Professional Engineering Service Agreement PSA #21-028 for Sanitary Sewer Evaluation Surveys of Basin WA, with Burgess & Niple, Inc., for a total cost not to exceed $100,000.00.

FY2021 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **Capstone 2: Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Bryan G. Ramey, II, P.E., Director of Public Works
Matt Bryant, Water/Wastewater Superintendent
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
The FY2020-2021 annual sanitary sewer evaluation surveys will cover the WA Sanitary Sewer Basin (Map is attached). This is a proactive program to evaluate the wastewater collection system for defects that may result in sewer back-ups and identify possible areas of inflow and infiltration (I&I) of groundwater and/or storm water into the sewer collection system. The evaluation is also part of the City's Sanitary Sewer Overflow Initiative as directed by the Texas Commission on Environmental Quality.

Public Works Utilities personnel evaluate the information received in the reports to determine the best course of action for continued repair and/or replacement of the collection system. Elimination of I&I will minimize sanitary sewer overflows and the cost for wastewater treatment due to reduction of groundwater and/or storm water which enters the sewer system.

Last year's sanitary sewer survey covered small diameter (8-inch diameter and smaller) pipelines in Basins WC and EB at a cost of $99,900.00 and included:

- Smoke testing approximately 80,000 linear feet of sewer mainline.
- 190 manhole visual inspections
- 50 mainline cleanout visual inspections
- Light Line Cleaning (6" - 8" pipes) 10,000 linear feet
- CCTV Inspection (6" - 8" pipes) 10,000 linear feet
- Supervision, Engineering Evaluation, Data Analysis and Report

The WA Basin survey scheduled for FY2020-2021 will include approximately 102,154 linear feet of sewer main lines and 317 manhole and mainline cleanout inspections at a cost of $99,850.86.

Sewer system defects are determined by smoke testing, dye flooding, internal video inspection, and physical inspections during or following rain events. The work is projected to be complete within six months.

POLICY EXPLANATION:
I&I studies have been performed annually since 1984 on various wastewater basins throughout the city, identifying defects and saving thousands of dollars in sewer treatment charges. Essential for the rehabilitation of the sanitary sewer system, I&I studies target areas where manhole linings would be effective in addition to the identification of sewer lines needing replacement by pipe bursting or a simple repair.

Professional Engineering Services are exempt from bidding in accordance with the Texas Procurement Chapter 252.2254.002. The City relies on consulting engineering firms for specialty design work. Engineering is selected based on qualifications and price negotiation.

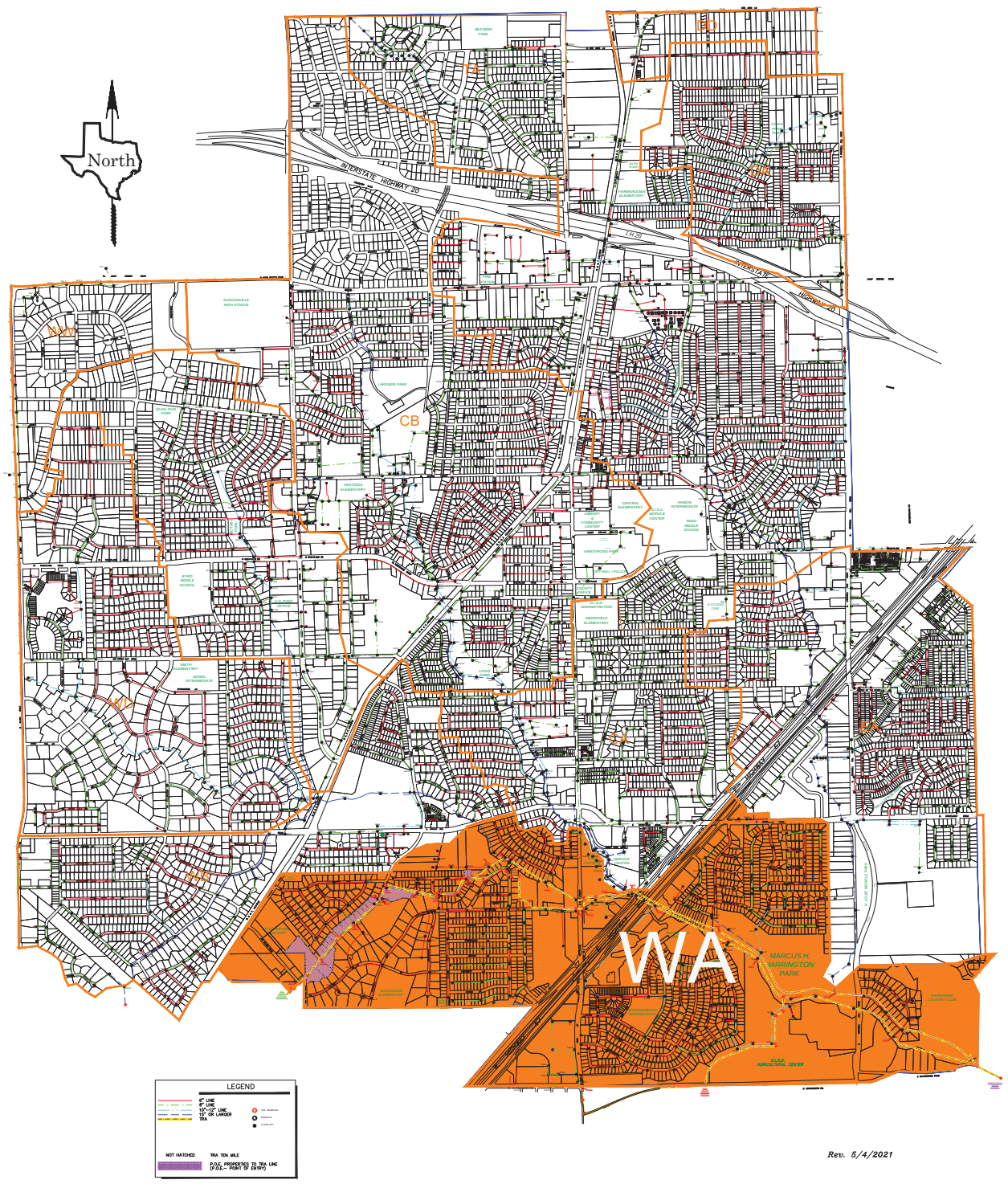
FUNDING SOURCE:
Funds are available in the FY 2020-2021 Utility Fund/Wastewater Services Operations and Maintenance for these expenditures.

Contract Log #:
1427A

RECOMMENDATION:
Consider approval of a resolution approving the terms and conditions of professional engineering service agreements for Sanitary Sewer Evaluation Surveys of Basin WA, attached hereto and incorporated herein as Exhibit "A" and Exhibit "B", with Burgess & Niple, Inc., for a total cost not to exceed $100,000.00

ATTACHMENTS:
Attachment 1 - Duncanville Wastewater WA Basin Study Area
Attachment 2 - Resolution No. 2021-029- Burgess & Niple: Sanitary Sewer Survey Basin WC and Basin EB for PSA 21-028 - with Exhibit

ATTACHMENT 1



CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS

GEOGRAPHIC INFORMATION SYSTEM

STUDY AREAS
BASIN WA

DUNCANVILLE WASTEWATER SYSTEM

RESOLUTION NO. 2021-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENT WITH BURGESS & NIPLE, INC. PSA #21-028, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A", AT A TOTAL COST OF $100,000.00, TO DEVELOP A SANITARY SEWER EVALUATION SURVEY OF WA BASIN SERVING THE CITY OF DUNCANVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to make infrastructure improvements; and

WHEREAS, the City of Duncanville desires to enter into an agreement to perform an evaluation survey of the WA Basin of the sanitary sewer system at a cost of $100,000.00; and

WHEREAS, the City of Duncanville has funds allocated in the Water/Wastewater Utility Fund to fund a sanitary sewer evaluation survey; and

WHEREAS, the City of Duncanville City Council desires to use these funds to develop a sanitary sewer evaluation survey of the sanitary sewer system to benefit the citizens of Duncanville.

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

SECTION 1. The City Council hereby authorizes, approves, and accepts the terms and conditions of the professional service agreement with Burgess & Niple, Inc. PSA #21-028, attached hereto and incorporated herein as Exhibit "A", at a total cost of $100,000.00, to develop a sanitary sewer evaluation survey of WA Basin serving the City of Duncanville; and, the City Manager is hereby authorized to execute said Agreement.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 3. That this Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
PSA-21-028
SANITARY SEWER EVALUATON SURVEY SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Burgess & Niple, Inc.** hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services
Upon issuance of a written Notice to Proceed by OWNER, CONTRACTOR agrees to provide to OWNER the necessary professional engineering services, as set forth in the Scope of Services attached hereto as Exhibit "A" and "B" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement
The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services required herein to the satisfaction of OWNER as specified in Exhibit "A" and "B", unless sooner terminated as provided in Section 8, below.

Section 3. CONTRACTOR Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit "A" and "B", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "A," and "B" which shall not exceed **NINETY-NINE THOUSAND EIGHT HUNDRED AND FIFTY DOLLARS AND EIGHT-SIX CENTS ($99,850.86).** OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of

the essence of this Agreement, such services shall be completed as provided in the attached Exhibit "A," and incorporated herein by reference, after written Notification to Proceed from OWNER to CONTRACTOR, exclusive of OWNER and other governmental review time.

B. In the event CONTRACTOR's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. CONTRACTOR and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGNIEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees,

associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, contractor, agents and CONTRACTORs.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Agreement.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance

shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

Section 11. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent contractor and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 12. Indemnification for Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONTRACTOR
In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by re-subletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services
No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective
This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments
This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.
In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.
It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONTRACTOR shall

supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

Section 21. Notice.
Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:	City of Duncanville Attn: Sheila Baker, Purchasing Manager PO Box 380280 Duncanville, TX 75138 (972)780-5058 sbaker@duncanville.com
If to CONTRACTOR:	Burgess & Niple, Inc. Attn: Kellen R. Hurst P.E. 9601 Amberglen Blvd, Suite 275 Austin, TX 78729

Section 22. Counterparts.
This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 23. Exhibits.
The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations.
Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Prohibition of Boycott of Israel.
By executing this agreement, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 26. Business Prohibitions.
By executing this agreement, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or

any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies

EXHIBIT A

(Signature page to follow)

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 20_____.

OWNER:	CONTRACTOR:
City of Duncanville, Texas	**Burgess & Niple, Inc.**
By: _____	By: Kellen Hurst
Title: City Manager	Title: 5/12/21

EXHIBIT A

BURGESS & NIPLE

9601 Amberglen, Suite 275 | Austin, TX 78729 | 512.306.9266

DATE: April 26, 2021

TO: City of Duncanville
P.O. Box 380280
Duncanville, TX 75138-0280

FROM: Burgess & Niple, Inc.
9601 Amberglen Blvd., Suite 275
Austin, Texas 78729

PROJECT: Sanitary Sewer System Evaluation Survey – Basin WA

Burgess & Niple, Inc. (ENGINEER) proposes to furnish Engineering Services to the City of Duncanville in accordance with the following proposal. The purpose of the project is to conduct a Sanitary Sewer Evaluation Survey for portions of the wastewater collection system designated as Basin WA.

1. ANALYSIS AREA

The study area includes the wastewater collection system designated as Drainage Area WA in the City of Duncanville, Texas. Within Basin WA, there are approximately 102,154 L.F. of sewer mains and 220 manholes and 97 mainline cleanouts designated for inspection in the study area.

2. SCOPE OF WORK

This project will consist of a Sanitary Sewer Evaluation Survey (SSES) for the entirety of the Basin WA. The boundaries of the project may change based on quantities found in the field.

The investigation objectives and goals will be achieved through the performance of the following tasks.

Task 1 - Preparatory Work, Project Organization & Mobilization

a. Printing of all field forms and preparation of maps to be used for the field investigation portion of the project.

b. Preparation of data transfer facilities for transfer of data collected during the survey to City personnel.

The compensation for this task shall be on a lump sum basis.

Task 2 - Smoke Testing

Smoke testing is performed under dry weather conditions to maximize the detection of inflow and rainfall responsive infiltration sources. A non-toxic and odorless smoke is introduced into the center manhole connecting two sections of sewer main with an air blower with a minimum capacity of 4,000 cubic feet per minute (cfm). Smoke flyers will be distributed to customers within the study area prior to commencement of smoke testing in an area.

This task, as described above, will be employed to the extent that surcharging or blockage of the sewer lines will permit on the 102,154 linear feet of designated sewer lines in the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage

paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual line inspection. This visual inspection is performed to identify potential sources of inflow to the system. Digital photographs of each smoke leak located during the smoke testing phase of this project will be taken and provided with the field forms in both hardcopy and electronic formats.

Smoke testing data collected as a portion of the field investigations will include:

- Upstream/downstream manhole number
- Length of sewer line in linear feet
- Predominant ground cover over line segment
- Leak location using GPS coordinates
- Degree of smoke observed
- Number and size of pick holes in the upstream manhole
- Location of the leak regarding drainage path and ponding areas
- Predominant ground cover over the leak
- Physical address of the leak
- Classification of leaks as to:
  - Main Line
  - Manhole
  - Public service line
  - Private service line

Compensation for this task shall be per linear foot.

Task 3 - Visual Inspection

This task consists of opening all designated manholes and mainline cleanouts in the study area (except those which could not be located or could not be opened), examining the interior of the structure for inflow and infiltration sources and inspecting each sewer line entering and leaving the structure. The visual inspection of the manhole/mainline cleanout is carried out by employing a pole-mounted video camera, designed for sewer main inspections. Information gathered during this work is recorded on field forms.

The following data will be recorded for each manhole/mainline cleanout inspected:

- Manhole/Mainline Cleanout Data
  - Manhole identification number
  - Construction materials and conditions of cover, ring, risers, walls, steps, benches and inverts
  - Manhole depth in feet
  - Number and size of holes in manhole cover
  - Identify infiltration sources
  - Evidence of leaks and location
  - Evidence of surcharging
  - Type and depth of debris
  - Special problems and conditions, such as sources of inflow, overflows, bypasses, manholes located in natural ponding areas, etc.
  - Structural defects

- Line Segment Data
  - Diameter and material of pipe
  - Root growth
  - Depth of flow in inches
  - Type and depth of deposition in pipe
  - Visible inflow/infiltration sources
  - Structural conditions of pipe and joints
  - Special problems and conditions of pipe

A reasonable attempt (generally 20 minutes per crew per manhole) will be made to locate and open manholes assumed to be buried or hidden. If manholes either do not exist or are buried to the extent that they cannot be located by conventional methods, the manholes will be passed over and noted as "Unable to Locate" on the field forms. Manholes, which cannot be opened after a reasonable attempt, will be noted as "Unable to Open" on the field forms. Compensation for Unable to Locate and Unable to Open manholes will not be requested. Approximately 220 manholes and 97 mainline cleanouts in the basins are designated for inspection.

Compensation for this task shall be per each.

Task 4 - Supervision, Engineering Evaluation, Data Analysis, and Report.

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The City may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

b. Database printout of recommended rehabilitation cost ranked by unit cost.

c. Database listing of all problems located, along with the digital photograph and video tape documentation of the defect. Database inventory of all inspected manholes and collection lines.

d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the City or by a Contractor.

e. ArcGIS project outlining the location of all located leaks, all inspected system components, collection lines that were internally inspected, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and visual inspections of manholes, video tape recordings of internal television inspection of sewer lines, and project database will be provided as a portion of the final report. This data will be provided to the City in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis.

3. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following information and services:

a. One reproducible print of the existing sewer system showing the location and size of existing sewer lines, manholes, lift stations, and other pertinent topographic information such as right-of-way lines, street names, etc. This information shall also be provided in an electronic format useful for the preparation of geographic information system maps and datasets.

b. Liaison with City officials to provide effective coordination and cooperation between the fire, police, engineering and sewer departments and ENGINEER, as necessary during execution of field work.

c. Access to manholes and/or lift stations.

d. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes and cleanouts.

e. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

4. TIME SCHEDULE

The work will be initiated immediately after of receipt of an Authorization to Proceed and is projected to be completed within six months.

5. COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total estimated compensation to provide all services described under the Scope of Work including the necessary equipment and supplies is NINETY-NINE THOUSAND EIGHT HUNDRED FIFTY AND 86/100 DOLLARS ($99,850.86). The compensation amount is based on the estimated work unit quantities delineated under the Scope of Work and the quantities outlined herein. It should be noted that the quantities outlined in this contract are estimated based on the best available information and may vary from the actual quantities found during field investigations. In no case will the total contract amount be exceeded without prior written authorization from the City of Duncanville.

Invoices will be rendered monthly and due within thirty (30) days. Invoices will be computed based on the quantities of work completed to date, multiplied by the unit price for that work and/or percentage of task completion.

Table I - Compensation for Services, on the following page, delineates the price for each task.

Table I - Compensation for Services - With CCTV/Line Cleaning

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work and Mobilization	Lump Sum	1	$3,000.00	$ 3,000.00
2	Smoke Testing	L.F.	102,154	$ 0.59	$ 60,270.86
3A	Manhole Visual Inspection	EA.	220	$ 110.00	$ 24,200.00
3B	Mainline Cleanout Visual Inspection	EA.	97	$ 40.00	$ 3,880.00
4	Supervision, Engineering Evaluation, Data Analysis and Report	Lump Sum	1	$8,500.00	$ 8,500.00
TOTAL					**$99,850.86**

6. TERMINATION

a. Conditions of Termination: This agreement may be terminated without cause at any time prior to completion of the ENGINEER's services by the CITY upon seven days written notice to the address of record.

b. Compensation Payable on Termination: On termination, by either the CITY or the ENGINEER, the CITY shall pay the ENGINEER the full amount based on percentage complete of each task outlined in **Table I - Compensation for Services** to the date of termination.

7. NOTICE TO PROCEED

The performance of the proposed work for each task shall be contingent upon receipt of an Authorization to Proceed by the City of Duncanville.

BURGESS & NIPLE, INC.	APPROVED
Kellen Hurst	
Kellen R. Hurst, P.E. Vice President, Director – Austin Office	Signature
	Title
4/28/21	
Date	Date

EXHIBIT "A"
SCOPE OF SERVICES

The study area includes the wastewater collection system designated as Drainage Area WA in the City of Duncanville, Texas. Within Basin WA, there are approximately 102,154 L.F. of sewer mains and 220 manholes and 97 mainline cleanouts designated for inspection in the study area.

This project will consist of a Sanitary Sewer Evaluation Survey (SSES) for the entirety of the Basin WA wastewater collection system. The boundaries of the project may change based on quantities found in the field.

The investigation objectives and goals will be achieved through the performance of the following tasks.

Task 1 - Preparatory Work, Project Organization & Mobilization

a. Printing of all field forms and preparation of maps to be used for the field investigation portion of the project.

b. Preparation of data transfer facilities for transfer of data collected during the survey to City personnel.

The compensation for this task shall be on a lump sum basis.

Task 2 - Smoke Testing

Smoke testing is performed under dry weather conditions to maximize the detection of inflow and rainfall responsive infiltration sources. A non-toxic and odorless smoke is introduced into the center manhole connecting two sections of sewer main with an air blower with a minimum capacity of 4,000 cubic feet per minute (cfm). Smoke flyers will be distributed to customers within the study area prior to commencement of smoke testing in an area.

This task, as described above, will be employed to the extent that surcharging or blockage of the sewer lines will permit on the 102,154 linear feet of designated sewer lines in the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual line inspection. This visual inspection is performed to identify potential sources of inflow to the system. Digital photographs of each smoke leak located during the smoke testing phase of this project will be taken and provided with the field forms in both hardcopy and electronic formats.

Smoke testing data collected as a portion of the field investigations will include:

- Upstream/downstream manhole number
- Length of sewer line in linear feet
- Predominant ground cover over line segment
- Leak location using GPS coordinates
- Degree of smoke observed
- Number and size of pick holes in the upstream manhole
- Location of the leak regarding drainage path and ponding areas
- Predominant ground cover over the leak
- Physical address of the leak
- Classification of leaks as to:
  - Main Line
  - Manhole
  - Public service line
  - Private service line

Compensation for this task shall be per linear foot.

Task 3 - Visual Inspection

This task consists of opening all designated manholes and mainline cleanouts in the study area (except those which could not be located or could not be opened), examining the interior of the structure for inflow and infiltration sources and inspecting each sewer line entering and leaving the structure. The visual inspection of the manhole/mainline cleanout is carried out by employing a pole-mounted video camera, designed for sewer main inspections. Information gathered during this work is recorded on field forms.

The following data will be recorded for each manhole/mainline cleanout inspected:

- Manhole/Mainline Cleanout Data
  - Manhole identification number
  - Construction materials and conditions of cover, ring, risers, walls, steps, benches and inverts
  - Manhole depth in feet
  - Number and size of holes in manhole cover
  - Identify infiltration sources
  - Evidence of leaks and location
  - Evidence of surcharging
  - Type and depth of debris
  - Special problems and conditions, such as sources of inflow, overflows, bypasses, manholes located in natural ponding areas, etc.
  - Structural defects

- Line Segment Data
  - Diameter and material of pipe
  - Root growth
  - Depth of flow in inches
  - Type and depth of deposition in pipe
  - Visible inflow/infiltration sources
  - Structural conditions of pipe and joints
  - Special problems and conditions of pipe

A reasonable attempt (generally 20 minutes per crew per manhole) will be made to locate and open manholes assumed to be buried or hidden. If manholes either do not exist or are buried to the extent that they cannot be located by conventional methods, the manholes will be passed over and noted as “Unable to Locate” on the field forms. Manholes, which cannot be opened after a reasonable attempt, will be noted as “Unable to Open” on the field forms. Compensation for Unable to Locate and Unable to Open manholes will not be requested. Approximately 220 manholes and 97 mainline cleanouts in the basins are designated for inspection.

Compensation for this task shall be per each.

Task 4 - Supervision, Engineering Evaluation, Data Analysis, and Report.

This task consists of engineering supervision of all field data collection operations, analysis of the collected data and presentation of the field data and analysis results as a Final Report, which shall include the following information. The City may, at its discretion, request that an Interim Report be presented for the purpose of review and comment. Comments from the Interim Report shall be incorporated into the Final Report.

a. Description of the type and nature of the problems found in the system. This information shall include the type of leak located, estimated leak rate, and estimated construction cost to repair the leak.

b. Database printout of recommended rehabilitation cost ranked by unit cost.

c. Database listing of all problems located, along with the digital photograph and video tape documentation of the defect. Database inventory of all inspected manholes and collection lines.

d. Recommendations for rehabilitation work grouped by major system component (main lines, service lines, and manholes). The recommendations will provide the information necessary for the rehabilitation work to be performed either by the City or by a Contractor.

e. ArcGIS project outlining the location of all located leaks, all inspected system components, collection lines that were internally inspected, and location of all recommended system rehabilitation.

One original copy of the collected field data with photographs of smoke leaks and visual inspections of manholes, video tape recordings of internal television inspection of sewer lines, and project database will be provided as a portion of the final report. This data will be provided to the City in both electronic and hardcopy formats, as appropriate.

Compensation for this task shall be on a lump sum basis.

3. INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY

The CITY shall provide the following information and services:

f. One reproducible print of the existing sewer system showing the location and size of existing sewer lines, manholes, lift stations, and other pertinent topographic information such as right-of-way lines, street names, etc. This information shall also be provided in an electronic format useful for the preparation of geographic information system maps and datasets.

g. Liaison with City officials to provide effective coordination and cooperation between the fire, police, engineering and sewer departments and ENGINEER, as necessary during execution of field work.

h. Access to manholes and/or lift stations.

i. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes and cleanouts.

j. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.

4. TIME SCHEDULE

The work will be initiated immediately after of receipt of an Authorization to Proceed and is projected to be completed within six months.

EXHIBIT A

EXHIBIT "B"
PRICING

Table I - Compensation for Services

Task	Task Description	Unit	Estimated Quantities	Unit Price	Total Price
1	Preparatory Work and Mobilization	Lump Sum	1	$3,000.00	$ 3,000.00
2	Smoke Testing	L.F.	102,154	$ 0.59	$ 60,270.86
3A	Manhole Visual Inspection	EA.	220	$ 110.00	$ 24,200.00
3B	Mainline Cleanout Visual Inspection	EA.	97	$ 40.00	$ 3,880.00
4	Supervision, Engineering Evaluation, Data Analysis and Report	Lump Sum	1	$8,500.00	$ 8,500.00
TOTAL					**$99,850.86**

The compensation amount is based on the estimated work unit quantities delineated under the Scope of Work and the quantities outlined herein. It should be noted that the quantities outlined in this contract are estimated based on the best available information and may vary from the actual quantities found during field investigations. In no case will the total contract amount of NINETY-NINE THOUSAND EIGHT-HUNDRED FIFTY AND 86/100 DOLLARS ($99,850.86) be exceeded without prior written authorization from the City of Duncanville.

EXHIBIT A

ATTACHMENT A
CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Duncanville) must disclose in the Questionnaire Forms CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the City of Duncanville no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaires Form CIQ is enclosed with submittal documents. The form is also available at http://www.ethics.state.tx.us/forms/CIQ.pdf.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

NOTE: If you are not aware of a Conflict of Interest in any business relationship that you might have with the City, state Vendor name in the # 1, use N/A in each of the areas on the form. However, a signature is required in the #4 box in all cases.

EXHIBIT A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Burgess & Niple, Inc.

2 [X] **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

[ ] Yes [ ] No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

[ ] Yes [ ] No N/A

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

[ ] Yes [ ] No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Kellen Hurst

Signature of vendor doing business with the governmental entity

5/12/21

Date

Adopted 8/7/2015

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Consider a Resolution authorizing a Cooperative Purchase for P25 radio equipment and other related services from Motorola Solutions, Inc. using the Houston Galveston Area Council (HGAC) Contract RA05-18 with an estimated amount not to exceed $2,023,922.00.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **6. Become a "best-practices" organization**

STAFF RESPONSIBLE:
Mark LiVigni, Interim Chief of Police
Matt Stogner, Acting Assistant Chief of Police
Sam Rohde, Fire Chief
Greg Chase, Assistant Fire Chief
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
Public safety officials from all Southwest Regional Communication Center (SWRCC) - partner cities as well as those from the City of Lancaster have been working with City of Dallas officials regarding subscribing to the P25 system the City of Dallas has been working to stand up with Motorola for several years now. Subscribing to that system (infrastructure) will alleviate our Best Southwest Cities from having to spend up-front costs estimated to be from $12-$15 million dollars to stand up its own radio infrastructure (system). Our officials have also evaluated several vendors for equipment needed for any P25 radio system and Motorola's responsiveness, reliability, and familiarity with the system they are standing up for Dallas made them the vendor of choice for the purchasing of needed equipment (and programming of that equipment) for our public safety personnel, inclusive of our cost-sharing costs for equipment and programming for SWRCC primary and back-up sites.

On June 8, 2020, the Duncanville City Council was provided an update on the efforts and progress of all efforts of the P25 system to include infrastructure with Dallas officials and negotiations with Motorola officials for needed equipment.

On September 30, 2020, $350,000.00 was posted to this project as allocated by the Duncanville City Council.

On October 29, 2020, $838,003.00 more was posted to this project as allocated by the Duncanville City Council.

On May 18, 2021, the Duncanville City Council was provided an update on the P25 radio project and given an opportunity to ask questions. The following was discussed:

1. Estimated cost for equipment, programming, and appropriate system upgrade agreements for both City of Duncanville public safety personnel (police, fire, and emergency management) as well as for cost-sharing amount of SWRCC portion of equipment was just over $2 million dollars. This estimate takes into account a time sensitive incentive discount of $408,922.00. In order to realize this discount with Motorola, the City of Duncanville has to sign the contract with Motorola Solutions, Inc. and give a notice to proceed (NTP) no later than July 28, 2021.
2. Estimated $39,980.00 for dedicated project management services from Mission Critical Partners, LLC to represent the interests of the City of Duncanville in the acquisition, programming, and testing of equipment on the Dallas P25 radio system.
3. Other ancillary costs for interfacing currently deployed equipment with the new system.
4. Annual subscriber fees to the City of Dallas to access their P25 radio system.
5. Annual subscriber fees (after year one) for desired application services for equipped portable radios.

There is also the necessity to begin to procure equipment very soon as Motorola recommends an approximate year lead time to acquire, install, program, and test all equipment prior to going “live” on a Dallas P25 radio system, which is expected to be ready for us to access August 2022 or sooner.

This item is to consider and approve the contract with Motorola Solutions Inc. for equipment, programming, fire station alerting, and appropriate system upgrade agreements for public safety personnel of the City of Duncanville as well as the city’s cost sharing portion of SWRCC costs (number one. in the list shown above). By approving the contract with Motorola by July 28, 2021, the City of Duncanville will realize a time sensitive incentive discount of $408,922.00.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. DIR contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements.

POLICY EXPLANATION:
City Council approval is required to contract with Motorola Solutions Inc. to acquire P25 radio equipment, programming of equipment, fire station alerting, and appropriate service upgrade agreements totaling $2,023,922.00, an amount which is offered after realizing a $408,922.00 if the contract and Notice to Proceed is executed by July 28, 2021.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any State law requiring that the local government seek competitive bids for the purchase of the item. HGAC contracts are competitively bid to increase and simplify the purchasing power of entities across the State of Texas. The Texas Local Government Code Chapters 271 and 791 allows for government agencies to voluntarily participate in these cooperative arrangements

FUNDING SOURCE:
Budgeted ($1,188,003.00) - Remaining funding to be proposed to come from FY22 budget from one-time transfer

Contract Log #:
1523

RECOMMENDATION:
Staff recommends approval of a Resolution authorizing the cooperative purchase of P25 radio equipment and other related services from Motorola Solutions, Inc. using the Houston Galveston Area Council Contract RA05-18 in the amount not to exceed $2,023,922.00.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-040A - Project 25 (P25) Radio Project Contract and NTP with Motorola with Exhibit

RESOLUTION NO. 2021-040A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, HEREBY AWARDS A BID AND AUTHORIZES A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR P25 RADIO EQUIPMENT AND OTHER RELATED SERVICES THROUGH THE HOUSTON GALVESTON AREA COUNCIL (HGAC) COOPERATIVE PURCHASING AGREEMENT RA05-18, IN THE AMOUNT NOT TO EXCEED $2,023,922.00; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE NECESSARY AGREEMENT, DOCUMENTS, AND PURCHASE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, project 25 radio system offers the most interoperability, scalability, and digital quality of any type of radio system today; and

WHEREAS, project 25 radio system promotes the safety of the city's first responders as well as citizens living, visited, or traversing the City of Duncanville; and

WHEREAS, priority five (5) of the National Emergency Communication Plan adopted by the state of Texas statewide interoperability plan promotes the use of a shared P25 radio system and infrastructure as standards/based technology; and

WHEREAS, most federal grants are administered by state officials and/or local council of governments; and

WHEREAS, the Department of Homeland Security requires federal grant recipients to comply with recommendations of SAFECOM guidance on emergency communications; and

WHEREAS, the City of Duncanville has entered into a Cooperative Purchasing Agreement with the Local Government Purchasing Cooperative, BuyBoard, for products and services; and

WHEREAS, the City of Duncanville desires to purchase P25 radio equipment and other related services from Motorola Solutions, Inc. based on the Houston Galveston Area Council (HGAC) Contract RA05-18; and

WHEREAS, Motorola Solutions, Inc. has prepared a quote specifically for the City of Duncanville for P25 radio equipment and other related services for use on a P25 system based on the HGAC contract with incentive discounts included; and

WHEREAS, the City of Duncanville desired to purchase P25 radio equipment and other related services from Motorola Solutions, Inc. through HGAC contract RA05-18 for an amount not to exceed $2,023,922.00.

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

SECTION 1. The City Council of the City of Duncanville does hereby award a bid and authorizes a contract with Motorola Solutions, Inc. for P25 radio equipment and other related services through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Agreement RA05-18, in the amount not to exceed $2,023,922.00; and

SECTION 2. The City Council of the City of Duncanville authorizes the City Manager, or designee, to execute the necessary agreement, documents, and/or purchase orders, and

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A

May 24th, 2021

CITY OF DUNCANVILLE- DISPATCH CONSOLES, FIRE STATION ALERTING, & RADIO EQUIPMENT

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Use or disclosure of this proposal is subject to the restrictions on the cover page.

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MOTOROLA SOLUTIONS

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

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

May 24th, 2021
203 E Wheatland Rd
Duncanville, TX 75116

Subject: City of Duncanville - Dispatch Consoles, Fire Station Alerting, and Radio Equipment

Dear Chief LiVigni,

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

To best meet the functional and operational specifications of your request, our solution includes a combination of hardware, software, and services. Specifically, this solution provides a combination of Dispatch Consoles, Fire Station Alerting, APX mobile and portable radios, and accessories to operate on the City of Dallas radio system.

This proposal consists of this cover letter and the H-GAC Communications System and Service Agreement (CSSA), together with its Exhibits and relevant addenda, and shall remain valid for a period of 90 days from the date of this cover letter. Motorola Solutions would be pleased to address any concerns the City of Duncanville may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Collin Wetzel, your Motorola Solutions Account Manager, at 312-256-3260.

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

Sincerely,

Motorola Solutions, Inc.

Clay Cassard

MSSSI Territory Vice President, T6

SECTION 1

SYSTEM DESCRIPTION

1.1 SYSTEM OVERVIEW

Motorola is pleased to propose a MCC 7500E dispatch system solution for the Southwest Regional Communications Center at the DeSoto main dispatch and Cedar Hill backup dispatch center. Motorola's proposed dispatch solution offers seamless IP-based connectivity between the dispatch's operators and field personnel. The MCC 7500E Dispatch Centers will provide SWRCC with scalable and flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

The proposed solution includes eight (8) MCC 7500EE consoles at the DeSoto dispatch site and five (5) positions at the Cedar Hill dispatch. The proposed MCC 7500E Dispatch Centers will connect into the City of Dallas P25 system by means of new microwave links into the City of Dallas sites in DeSoto and Cedar Hill as applicable. These MW links will then further tie these dispatch sites into the City of Dallas Master site. The necessary changes at the master site are included with this proposal to facilitate the addition of the new MCC7500E dispatch sites into the system. Additionally, all necessary master site licenses for operation are included. An MPLS router has also been included at each dispatch site to facilitate intelligent routing of the dispatch data between the dispatch and master sites.

A Verint logging solution has been included for the main dispatch at DeSoto. Motorola understands that the SWRCC will move their existing analog logger from the main dispatch to the backup dispatch to facilitate logging at the backup dispatch. The logger is capable of recording 30 IP channels and 16 Analog channels.

Motorola has proposed the Enhanced Instant Recall Recorder (IRR) feature for the MCC 7500E positions. The IRR option will allow a short period of received audio to be replayed from the dispatch operator position that may have been missed.

Fire Station Alerting (FSA) is included for the SWRCC dispatch systems to tie in to the 19 fire stations that the dispatches serve.

In addition to the above dispatch equipment, Motorola is also including a new subscriber fleet for the Cities' users to use on the City of Dallas system.

1.2 EQUIPMENT LIST

This section lists the equipment necessary for the proposed dispatch sites.

City of DeSoto dispatch site:

Master Site Licenses (Applied to Dallas Master Site)

- Qty (3) MCC 7500 console license (Supports up to a maximum of 5 positions)
- Qty (1) Radio user license (Supports up to a maximum of 500 users)

Southwest Regional Communications Center Dispatch Room

- Eight (8) MCC 7500 dispatch operator positions including the following:
  - Eight (8) Z2 Mini workstations, Windows -10
  - Eight (8) gooseneck microphones
  - Eight (8) AIMs
  - Eight (8) Type 3, 15A 120VAC power strips
  - Eight (8) 22-inch Touch screen monitors
  - Eight (8) Instant Recall Recorders
  - Sixteen (16) desktop speakers
  - Sixteen (16) headset jacks
  - Sixteen (16) Headsets
  - Eight (8) dual pedal footswitches

No UPS or any backup power is being quoted in this project. Motorola assumed that the building has UPS and generator to support this dispatch.

Back Equipment Room

- One (1) Conventional Site Controller
- Two (2) Conventional channel gateway (CCGW)
- Two (2) 24-port Aruba 2930-F Ethernet switches
- Two (2) Routers
- One (1) MCC7500 AUX I/O Server
- One (2) AC Edge PDU
- One (1) AIS PC
- Eight (8) APX 7/800/UHF Consolettes
- One (1) 8-port control station combiner (764-869MHz) and corresponding antennas and lines
- One (1) 8-port UHF control station combiner, duplexer and corresponding antennas and lines
- One (1) Verint logger to log 30 IP and 16 analog channels

Spares

- One (1) desktop speaker
- One (1) AIM module
- One (1) gooseneck microphone
- One (1) headset jack
- Two (2) headset tops
- One (1) Z2 Mini workstation, Windows 10
- One (1) voice processor module FRU
- One (1) 24-port Aruba 2930-F Ethernet switch
- One (1) Conventional Site controller and power supply FRU
- One (1) Router

Cedar Hill Backup dispatch

Master Site Licenses (Applied to Dallas Master Site and DSR)

- Qty (1) MCC 7500E console license (5-pack each, Supports up to a maximum of 10 positions)

SWRCC backup Dispatch Room

- Five (5) MCC 7500E dispatch operator positions including the following:
  - Five (5) Z2 Mini workstations, Windows -10
  - Five (5) AIM modules
  - Five (5) gooseneck microphones
  - Five (5) 22-inch Touch screen monitors
  - Eight (8) Enhanced Instant Recall Recorders
  - Ten (10) desktop speakers
  - Ten (10) headset jacks
  - Ten (10) Headsets
  - Five (5) dual pedal footswitches

No UPS or any backup power is quoted in this project. Motorola assumed that the building has UPS and generator to support this dispatch.

Back Equipment Room

- One (1) Conventional Site Controller
- One (1) Conventional channel gateway (CCGW)
- Two (2) 24-port Aruba 2930-F Ethernet switches
- Two (2) Routers
- One (1) MCC7500E AUX I/O Server
- Two (2) AC Edge PDUs
- Five (5) APX 7/800/UHF Consolettes
- One (1) 8-port control station combiner (764-869MHz) and corresponding antenna and lines
- One (1) 8-port UHF control station combiner, duplexer and corresponding antennas and lines

No new logger is included as SWRCC plans to move existing logger from main to backup dispatch.

1.2.1 Subscriber Fleet Breakdown

Duncanville

Radios breakdown

-63 APX Next Single Band Portables for Police

-6 APX Next All Band Portables for Police

-6 APX 6000 Portables for Police

-22 APX 6500 mobiles for Police

-1 APX 8500 Consolette for Police

-8 APX Next XE All Band Portables for Fire (Includes 1 for Emergency Management)

-52 APX Next XE Single Band Portables for Fire (Includes 2 for Emergency Management)

-4 APX 8500 Mobiles for Emergency Management
-21 APX 6500 Mobiles for Fire
-11 APX 4500 for Emergency Management

Accessories

-60 XVE 500 RSMs for Fire/EM
-69 XV RSMs for Police
-6 Single Unit Chargers for APX 6000
-129 Single Unit Chargers for APX Next/Next XE Radios
-6 Spare Batteries for APX 6000
-8 Spare Batteries for APX Next XE All Band for Fire/EM
-52 Spare Batteries for APX Next XE Single Band for Fire/EM
-6 Spare Batteries for APX Next All Band For Police
-63 Spare Batteries for APX Next Single Band for Police
-60 Earpieces compatible with IMPRES RSMs
-2 Multi-unit chargers

1.3 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software- based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.3.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

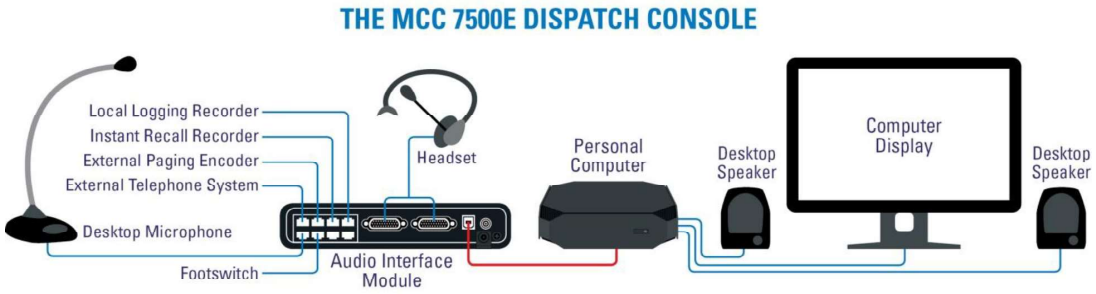


Figure 1-1: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.

Computer Display

The dispatch position will use a 22” Computer Display with touch screen

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position’s software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

1.3.2 Conventional Channel Gateway Equipment

Enhanced Conventional Channel Gateways (ECCGWs) connect dispatch operators to analog or digital conventional channels in the system. Up to 16 conventional channels can be connected to the eight analog and eight V.24 ports on a GGM 8000-based ECCGW in any mixture of analog, MDC 1200 digital or mixed mode.

In addition to the 16 channels supported on the analog and V.24 ports, the ECCGW can support up to 16 digital conventional channels through its IP port. Mixed mode channels must use a V.24 port for the digital portion.

1.3.3 GCP 8000 Conventional Site Controller

The GCP 8000 Conventional Site Controller supports site conventional operation where a conventional Channel Gateway (CCGW) is located at an MCC7500 console site. If the link between the dispatch site and the master site is lost, the GCP 8000 enables dispatchers to communicate over Conventional resources.

1.3.4 APX Consolettes

The APX Consolettes provides backup communications for your dispatchers. It comes with a front panel equipped with a LCD display, numeric keypad, programmable buttons, VU meter, internal local speaker, auxiliary display, keyload port, IV&D port, and a myriad of ports for additional control and programming. It also has a dedicated logging port for use with logging recorders.

The Consolette will be connected to a GGM 8000 as an interface to mutual aid audio or other systems, enabling dispatchers to communicate with field users on the control station via the MCC 7500E console. In the unlikely event that the dispatch center loses connectivity to the system core, dispatchers can also, continue to use their consoles to communicate with field users via these Consolettes.

1.3.5 Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software allows users to record two channels, radio, telephone, radio and telephone conversations, digitally on a personal computer. The system uses an individual PC where the recording files are stored on the PC’s hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

The Instant Recall Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the

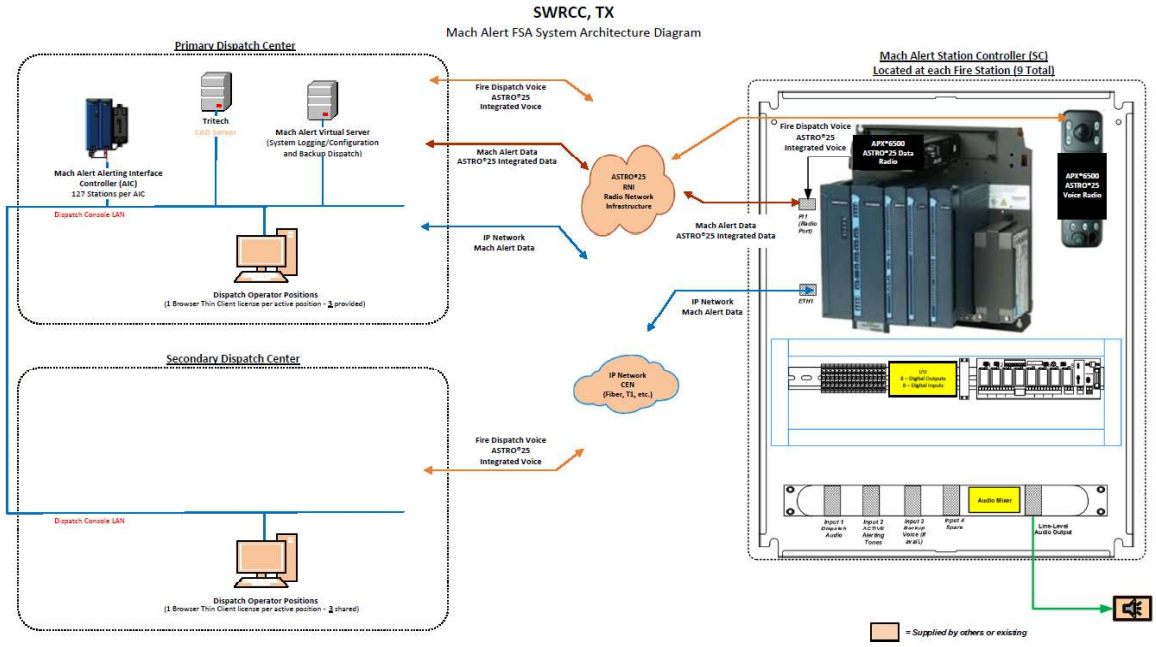
system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

1.3.6 Mach Alert Fire system

The Mach Alert Fire Station Alerting (FSA) system serves as a cornerstone for the successful operation of the dispatch alerting process. This microprocessor-based alerting system will help manage resources with proven hardware and software, leading to a reduction in emergency response times, less firefighter stress, and the confidence your stations will be alerted every time.
Fire Services, now more than ever, are facing newer and greater challenges. System operating flaws, breakdowns, problematic interfaces, and alerting delays are unacceptable. Proven technology, communications compatibility, software customization, and an intuitive user interface are mandatory. The Mach Alert FSA system is designed for fast response, integration with existing infrastructure, redundancy, and the ability to gracefully migrate into the latest technologies and new features. It utilizes innovative design allowing installations to be tailored to your specific Fire and EMS needs. The Mach Alert FSA system does not depend on PC hardware at the stations for its fundamental fire station operation. It utilizes Motorola's new ACE3600 high-performance controller offering enhanced reliability. As the lead component in our fire station alerting system, it meets these challenges head-on.

The Mach Alert FSA system is capable of interfacing with IP-based CAD (Computer Aided Dispatch) systems to provide automated fire station alerting. Mach Alert provides a backup or manual means of alerting the fire stations if the CAD system is unavailable. If there is no CAD system present, Mach Alert FSA functions as the primary means of alerting the fire stations. The dispatch operator can easily access the Mach Alert System and its associated Graphical User Interface (GUI) via a thin browser client on a Windows-based PC. The browser allows the dispatcher to manually select the sequence, station(s) and zones required for the alert.

The system architecture is as shown below:



The following equipment has been included:

1.3.6.1 Equipment Room at the City of DeSoto Dispatch Location

- One (1) 19” rack-mounted AIC – Main. The AIC consists of:
  - One (1) Motorola ACE 3600 Remote Terminal Unit (RTU) with One (1) ACE 3600 CPU and One (1) 10/100BaseT Ethernet port
  - One (1) 6.5Ah Battery Backup system
- One (1) MACH Alert FSA Virtual Server – To be hosted on customer provided server.

1.3.6.2 Each Fire Station

- One (1) Station Controller (SC). Each SC consist of a in a NEMA 1 enclosure (30”H x 24”W x 8”D) with the following components mounted inside it:
  - One (1) ACE 3600 Remote Terminal Unit (RTU) with One (1) ACE 3600 CPU and One (1) 10/100BaseT Ethernet port
  - 32 Digital Inputs (DI) and Digital Outputs (DO) for Station automation & monitoring functions such as Lighting Control, Bay Door Open/Closures, Appliance Shutoffs, Station Fires, Intrusion/Security Alarms, etc.
  - One (1) connection for an external local voice dispatch radio
  - One (1) APX 6500 Mobile Radio with associated 700/800 MHz antenna systems for Voice connectivity to the FSA server(s) and AIC(s).
  - One (1) 6.5Ah Battery Backup system
  - One (1) Transient Voltage Surge Suppression module

1.3.6.3 Additional Options

- TTS in Fire Stations: Allows for information from dispatch to be relayed to PA system at Fire Stations.
- Turnout Timers: LED Countdown timer from receipt of alert
- Incident Display Boards (IDB): Displays incident information for alert on display board (TV)
- LED Zone Lighting: Zone lighting can be configured to align with different types of alerts.

1.3.6.4 Mach Alert Design assumptions

- All IP connectivity within the Equipment Room LAN (CEN) as well as the IP connectivity between the Equipment Room and the Fire Stations will be provided by the SWRCC (referred to collectively as the customer).
- The customer will ensure that all IP connectivity provided by its CEN LAN and Ethernet/IP Network to the Fire Stations will the meet the minimum bandwidth and QoS requirements provided by Motorola for the MACH Alert system.
- The current Motorola ASTRO 25 IV&D Trunking Radio system operated by the customer has sufficient talk-group and channel resources available to accommodate the additional load of the MACH Alert system during implementation and before cut-over to the new system.
- All existing fire stations or equipment locations will have sufficient space available for the system described.
- The MACH Alert server will be a virtual server hosted on customer provided hardware for the SWRCC. Customer will ensure that the hardware meets Motorola provided specifications.
- All existing fire stations or equipment locations will have adequate electrical power and site grounding to support the requirements of the system described.
- Approved FCC licensing provided by SWRCC.
- The customer will provide frequencies necessary to support the system.
- The proposed solution will utilize the existing Radio system for voice communication from Dispatch to SCs. It is assumed that both locations have adequate RF coverage from the radio system.
- Required primary and backup power for the hardware included in this FSA solution will be provided by the customer.
- All alerting lights, PA systems etc at fire stations are in place and the proposed solution will interface the Mach Alert system to these existing subsystems.
- The customer will be responsible for providing and configuring the interface to any existing CAD systems
- If the customer is providing an HDTV for IDB option, then the TV needs to have an HDMI input and a minimum resolution of 1080p. All HDTV's should be of the same brand.
- A minimum size of 40" is recommended for viewability. It can be an HDTV monitor with an HDMI input or an HDTV with an embedded TV tuner with an HDMI input

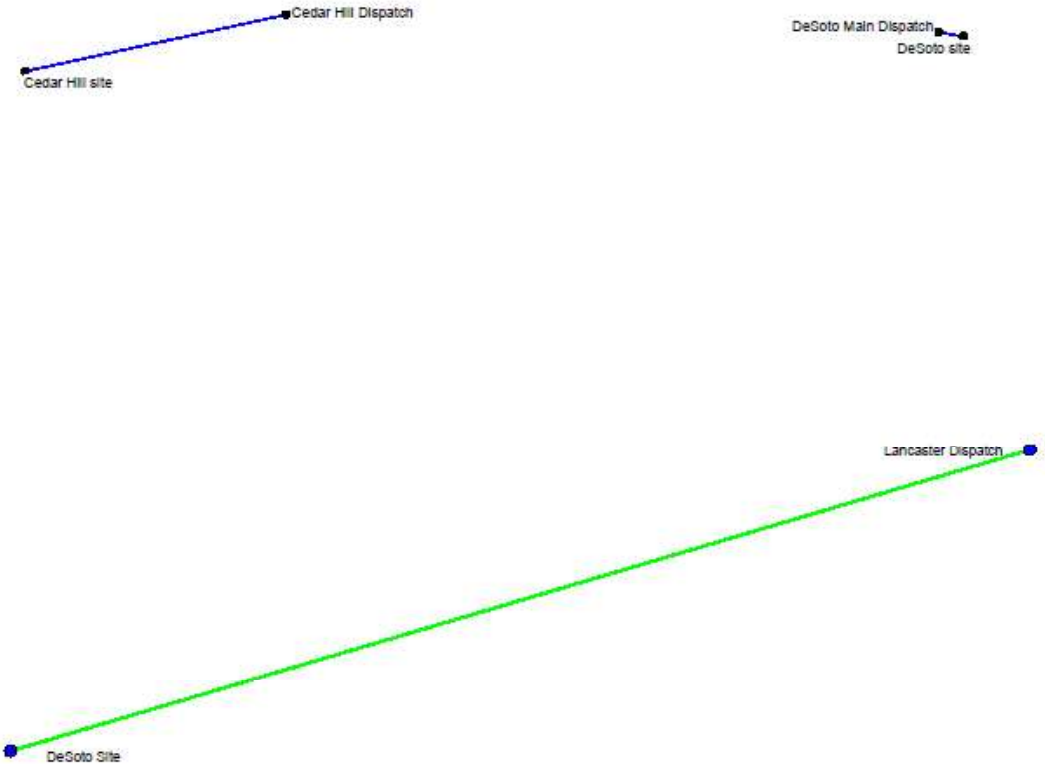
1.4 MICROWAVE DESIGN

Motorola has worked with Nokia to come up with a redundant microwave design to connect the SWRCC Dispatch Centres at DeSoto and Cedar Hill Dispatch center with the City of Dallas system. This design takes advantage of the existing City of Dallas sites in Cedar Hill and DeSoto to tie in to the City of Dallas microwave ring and to the Master site.

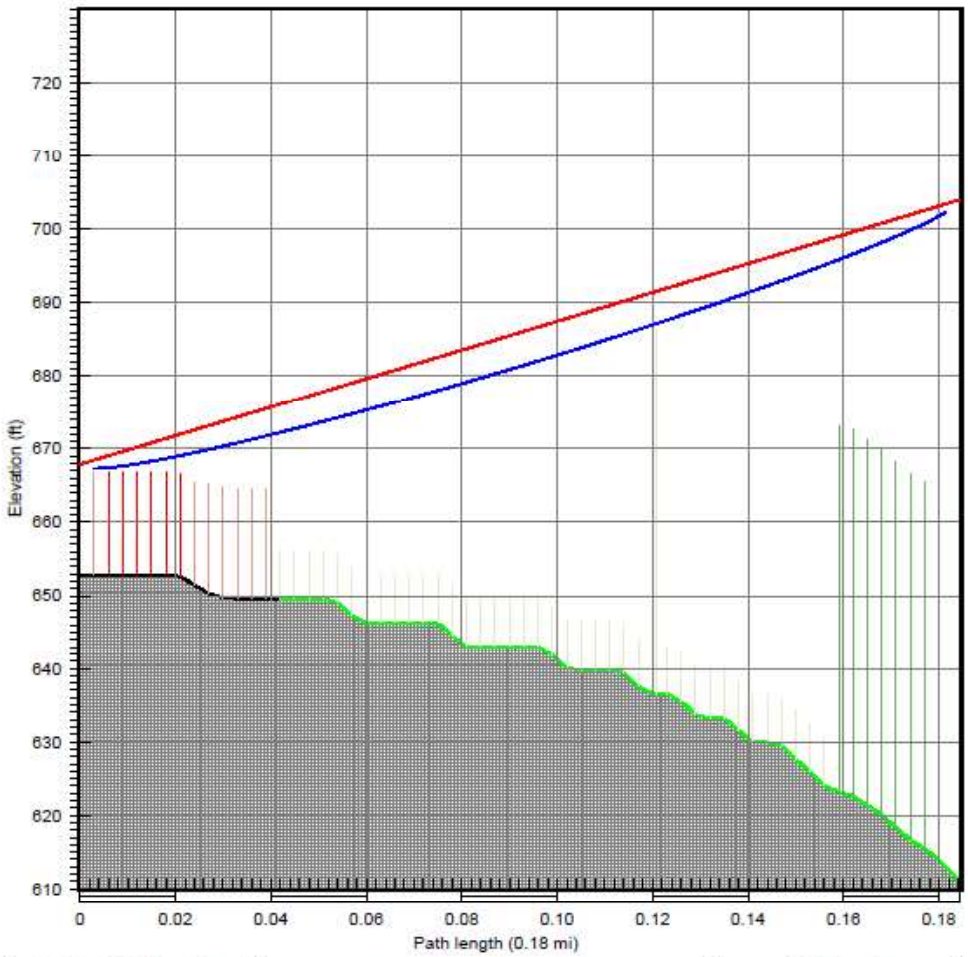
New microwave equipment and new antenna system is proposed for both dispatch sites and City of Dallas sites as part of this proposal for these new links.

The report below provides the preliminary path profile and path calculations along with the design parameters. Paths were designed to a 2-way availability of 99.9999% per year, using the 10-6 bit error rate threshold. Paths are also designed using a minimum fade margin to protect against obstruction fading and ducting conditions. A field survey will be performed to verify site coordinates, path clearances and obstruction heights before finalizing the final design.

This figures below shows the path profile from the dispatch centres to the City of Dallas sites.



August 5, 2020



DeSoto Main Dispatch	
Latitude	32 35 18.50 N
Longitude	096 50 44.40 W
Azimuth	99.63°
Elevation	653 ft ASL
Antenna CL	15.0 ft AGL

Frequency (MHz) = 11200.0
K = 1.33, 0.50
%F1 = 100.00

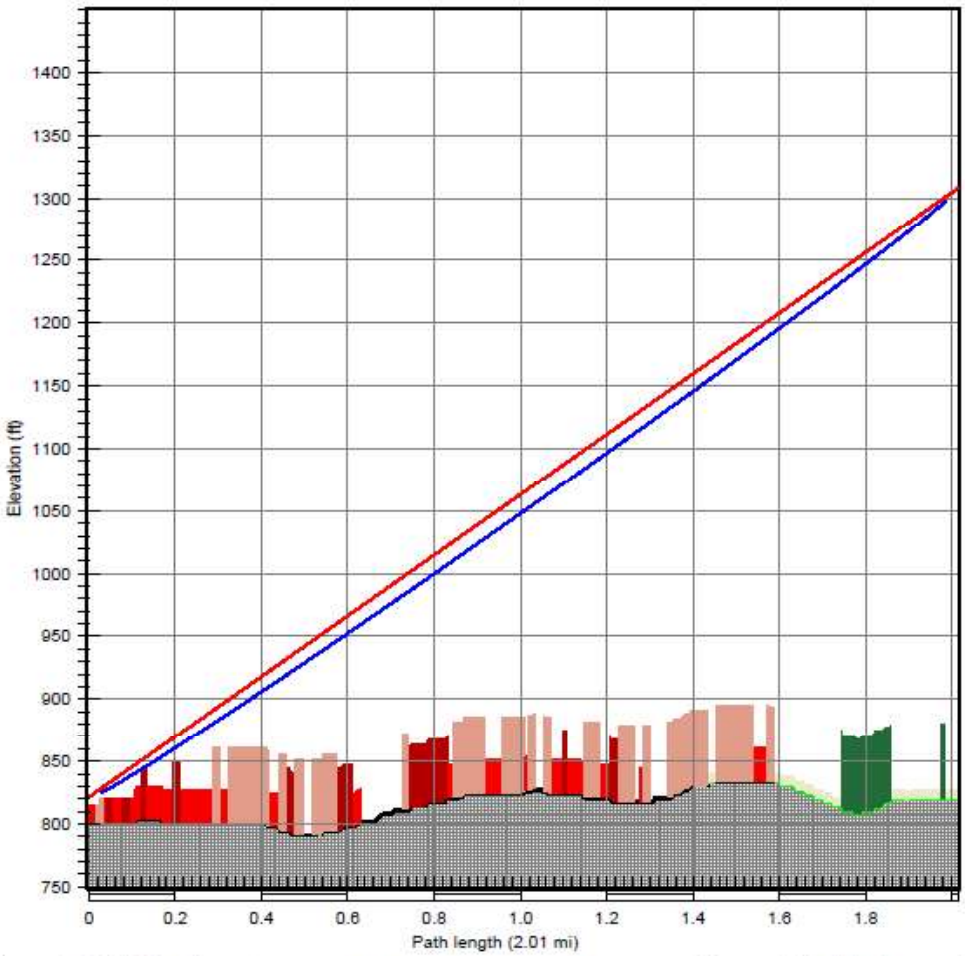
DeSoto site	
Latitude	32 35 16.89 N
Longitude	096 50 33.19 W
Azimuth	279.63°
Elevation	611 ft ASL
Antenna CL	93.0 ft AGL

Transmission details (DeSoto Main Dispatch-DeSoto site 18GHz.pl5)

	DeSoto Main Dispatch	DeSoto site
Latitude	32 35 18.50 N	32 35 16.89 N
Longitude	096 50 44.40 W	096 50 33.19 W
True azimuth (°)	99.63	279.63
Vertical angle (°)	2.13	-2.13
Elevation (ft)	652.89	611.02
Tower height (ft)	15.00	250.00
Tower type	roof mount	
Antenna model	SB2-190 (TR)	SB2-190 (TR)
Antenna gain (dBi)	39.00	39.00
Antenna height (ft)	15.00	93.00
TX line model	IF Cable	IF Cable
TX line unit loss (dB/100 ft)	0.00	0.00
TX line length (ft)	65.00	143.00
TX line loss (dB)	0.00	0.00
TX filter loss (dB)	1.50	1.50
RX filter loss (dB)	1.50	1.50
Frequency (MHz)	18700.00	
Path length (mi)	0.18	
Free space loss (dB)	107.35	
Atmospheric absorption loss (dB)	0.02	
Net path loss (dB)	32.37	32.37
Configuration	HSB S (1+1) Uneq	HSB S (1+1) Uneq
Radio model	WVCE18-U-64F10S-46	WVCE18-U-64F10S-46
Radio file name	wvce18_u_64f10s_46	wvce18_u_64f10s_46
TX power (dBm)	9.00	9.00
EIRP (dBm)	46.50	46.50
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-78.10	-78.10
Receive signal (dBm)	-23.37	-23.37
Thermal fade margin (dB)	54.73	54.73
Dispersive fade margin (dB)	71.00	71.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	54.63	54.63
Climatic factor	0.50	

	DeSoto Main Dispatch	DeSoto site
Terrain roughness (ft)	20.00	
C factor	1.65	
Average annual temperature (°F)	50.00	
Fade occurrence factor (Po)	4.822E-007	
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.00	0.00
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.00	
Polarization	Vertical	
Rain region	Dallas -Fort Worth, Texas	
Rain rate (mm/hr)	0.00	
Flat fade margin - rain (dB)	54.73	
Rain attenuation (dB)	0.00	
Annual rain availability (%)	100.00000	
Annual rain unavailability (min)	0.00	
Annual rain + multipath availability (%)	100.00000	
Annual rain + multipath unavailability (min)	0.00	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane



Cedar Hill Dispatch	
Latitude	32 35 25.70 N
Longitude	096 55 47.50 W
Azimuth	257.38°
Elevation	801 ft ASL
Antenna CL	21.0 ft AGL

Frequency (MHz) = 11200.0
K = 1.33, 0.50
%F1 = 100.00

Cedar Hill site	
Latitude	32 35 02.70 N
Longitude	096 57 48.80 W
Azimuth	77.37°
Elevation	820 ft ASL
Antenna CL	488.0 ft AGL

Transmission details (Cedar Hill Dispatch-Cedar Hill site 18GHz.pl5)

	Cedar Hill Dispatch	Cedar Hill site
Latitude	32 35 25.70 N	32 35 02.70 N
Longitude	096 55 47.50 W	096 57 48.80 W
True azimuth (°)	257.38	77.37
Vertical angle (°)	2.61	-2.63
Elevation (ft)	800.52	820.21
Tower height (ft)	15.00	500.00
Tower type	roof mount	
Antenna model	SC2-190 (TR)	SC2-190 (TR)
Antenna gain (dBi)	39.00	39.00
Antenna height (ft)	21.00	488.00
TX line model	IF Cable	IF Cable
TX line unit loss (dB/100 ft)	0.00	0.00
TX line length (ft)	71.00	538.00
TX line loss (dB)	0.00	0.00
TX filter loss (dB)	1.50	1.50
RX filter loss (dB)	1.50	1.50
Frequency (MHz)	18700.00	
Path length (mi)	2.02	
Free space loss (dB)	128.13	
Atmospheric absorption loss (dB)	0.22	
Net path loss (dB)	53.34	53.34
Configuration	HSB S (1+1) Uneq	HSB S (1+1) Uneq
Radio model	WVCE18-U-64F10S-46	WVCE18-U-64F10S-46
Radio file name	wvce18_u_64f10s_46	wvce18_u_64f10s_46
TX power (dBm)	22.40	22.40
EIRP (dBm)	59.90	59.90
RX threshold criteria	1E-6 BER	1E-6 BER
RX threshold level (dBm)	-78.10	-78.10
Receive signal (dBm)	-30.94	-30.94
Thermal fade margin (dB)	47.16	47.16
Dispersive fade margin (dB)	71.00	71.00
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	47.14	47.14
Climatic factor	0.50	
Terrain roughness (ft)	20.00	

	Cedar Hill Dispatch	Cedar Hill site
C factor	1.65	
Average annual temperature (°F)	50.00	
Fade occurrence factor (Po)	6.309E-004	
Annual multipath availability (%)	100.00000	100.00000
Annual multipath unavailability (sec)	0.10	0.10
Annual 2 way multipath availability (%)	100.00000	
Annual 2 way multipath unavailability (sec)	0.19	
Polarization	Vertical	
Rain region	Dallas -Fort Worth. Texas	
Rain rate (mm/hr)	241.32	
Flat fade margin - rain (dB)	47.16	
Rain attenuation (dB)	47.12	
Annual rain availability (%)	99.99992	
Annual rain unavailability (min)	0.43	
Annual rain + multipath availability (%)	99.99992	
Annual rain + multipath unavailability (min)	0.43	

Multipath fading method - Vigants - Barnett
Rain fading method - Crane

1.5 ELECTRICAL, HVAC AND EQUIPMENT SPACE REQUIREMENTS

For the SWRCC dispatches, existing UPS and backup power will be used. The customer will provide any electrical upgrades or Backup generator to support the proposed equipment. Additionally, any upgrades to the existing UPS will be customer responsibility.

Motorola requires two 60-amp circuits from the UPS to power each AC Edge unit for the following equipment below. The Electrical and Heating, Ventilation, and Air Conditioning (HVAC) load requirements are listed below.

Motorola requires a 20A Quad outlet at each operator position to support the proposed dispatch equipment.

Equipment	Qty.	AC / DC	Max Power (W)	Current (Amps)	BTU	# Ckts	Total Max Power (W)	Total Amps	Total BTU	Total # Ckts	Power source
DISPATCH BACKROOM EQUIPMENT											
DISPATCH SITE Gateway	2	AC	122	1.02	416	1	244.00	2.03	832.04	2	UPS
DISPATCH LAN SWITCH - 2930F	2	AC	30	0.40	102	1	60.00	0.80	204.60	2	UPS
GCP8000 CONVENTIONAL SITE CONTROLLER	1	AC	160	1.33	546	1	160.00	1.33	545.60	1	UPS
CONV. CHANNEL GATEWAY (CCGW)	2	AC	60	0.50	205	1	120.00	1.00	409.20	2	UPS
APX CONSOLETTE	8	AC	204	1.70	696	1	1632.00	13.60	5565.12	8	UPS
MOSCAD AUX I/O	1	AC	120	1.00	409	1	120.00	1.00	409.20	1	UPS
MOSCAD SDM3000	1	AC	120	1.00	409	1	120.00	1.00	409.20	1	UPS
						TOTAL	2456.00	20.77	8374.96		
Dispatch Center											
CONSOLE PC - Z2 Mini	8	AC	600	5.00	2046	1	4800.00	40.00	16368.00	8	UPS
CONSOLE MONITOR - 19" MONITOR NON-TOUCH	8	AC	46	0.38	157	1	368.00	3.07	1254.88	8	UPS
						TOTAL	5168.00	43.07	17622.88		

Table: DeSoto dispatch power requirement

Equipment	Qty.	AC / DC	Max Power (W)	Current (Amps)	BTU	# Ckts	Total Max Power (W)	Total Amps	Total BTU	Total # Ckts	Power source

DISPATCH BACKROOM EQUIPMENT											
DISPATCH SITE Gateway	2	AC	122	1.02	416	1	244.00	2.03	832.04	2	UPS
DISPATCH LAN SWITCH - 2930F	2	AC	30	0.40	102	1	60.00	0.80	204.60	2	UPS
GCP8000 CONVENTIONAL SITE CONTROLLER	1	AC	160	1.33	546	1	160.00	1.33	545.60	1	UPS
CONV. CHANNEL GATEWAY (CCGW)	2	AC	60	0.50	205	1	120.00	1.00	409.20	2	UPS
APX 7500 CONSOLETTE	5	AC	204	1.70	696	1	1020.00	8.50	3478.20	5	UPS
MOSCAD AUX I/O	1	AC	120	1.00	409	1	120.00	1.00	409.20	1	UPS
MOSCAD SDM3000	1	AC	120	1.00	409	1	120.00	1.00	409.20	1	UPS
						TOTAL	1844.00	15.67	6288.04		
Dispatch Center											
CONSOLE PC - Z2 Mini	5	AC	600	5.00	2046	1	3000.00	25.00	10230.00	5	UPS
CONSOLE MONITOR - 22" MONITOR NON-TOUCH	5	AC	46	0.38	157	1	230.00	1.92	784.30	5	UPS
						TOTAL	3230.00	26.92	11014.30		

Table: Cedar Hill dispatch power requirement

1.6 CUTOVER PLAN (ATP)

The new MCC 7500E infrastructure will be installed in new racks at each dispatch location. The customer is responsible for providing space to install the new equipment in the dispatch room as well as the equipment room.

In order to incorporate proposed Dispatch site into the existing Dallas master site, the SWRCC district and Motorola will need to develop a cutover plan. This plan, when executed precisely, will allow the integration go smoothly as possible and with minimal interruption to the day-to-day operation. Motorola will closely work with the City and provide a cutover plan during the implementation phase of the project.

1.7 ACCEPTANCE TEST PLAN

Under the direction of the Motorola Project Manager, teams consisting of representatives from the SWRCC district, and Motorola will execute agreed-upon test procedures to confirm that the system has been designed and installed to meet all of the features and performance capabilities agreed upon in the contract.

The Acceptance Test Plan (ATP) will verify the functionality of the new MCC 7500E console positions along with the proposed Consolettes. An ATP will be provided during the implementation phase of this project depending on the customer requirement.

All tests will be performed as described in the Acceptance Test Plan reviewed at the Design Review and the Acceptance Test Procedures mutually approved prior to the start of Acceptance Testing. During acceptance testing, the console system will be tested and the results documented as defined in the Acceptance Test Plan.

This testing is meant to test the hardware, software, and functionality of the console position. The SWRCC District representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

1.8 PROJECT ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In case of any deviation from the below assumptions, a change order might be required.

- The DeSoto and Cedar Hill dispatch centers have enough space to accommodate the eight (8) and five (5) new MCC 7500E positions respectively. The Customer is responsible to provide space and furniture to accommodate new dispatch equipment including one monitor per console position and the dispatch workstation.
- Customer is responsible to ensure the dispatch equipment room, which will house the proposed equipment rack, will have grounding to R-56 standards so that all new equipment can be adequately grounded.
- Any structural modification to install the antenna lines or cabling between the dispatch room to the equipment room will be the customer responsibility. The customer is responsible for any structural analysis for the dispatch buildings.
- Site walks conducted have shown there is sufficient conduit for Waveguides/coax and roof space for mounts for antennas. Any further structural modification requested, or unforeseen issues non-discoverable during site walk, will be the responsibility of the customer.
- The customer will guide Motorola's partner to existing conduits from dispatch location to the backroom in order to place new Ethernet Lines. Should existing conduit be insufficient, any additional conduit will be the customer's responsibility.
- The customer will work with Motorola's partner to meet any HEPA requirements during the installation of the new console positions and backroom equipment.
- Ethernet connectivity between main and backup dispatch sites and the dispatch sites and fire stations for the SWRCC will be provided by the customer.
- This proposal is contingent upon ILA between the SWRCC, and City of Dallas. Any changes in this assumption will require a revised proposal.
- The customer will work with City of Dallas for all Network management needs.
- The Customer will provide any required system interconnections not specifically outlined here. These may include dedicated phone circuits, microwave links or other types of connectivity.
- There is no staging included in this proposal.
- There is no coverage guarantee included in this proposal, as the coverage will be provided by The City of Dallas RF sites. Coverage guarantee has been provided via the City of Dallas/Dallas County radio system project that covers the service area for SWRCC.

SECTION 2

STATEMENT OF WORK

2.1 WORK BREAKDOWN STRUCTURE

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X

Tasks	Motorola Solutions	Customer
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site as applicable.		X
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.		X
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		

Tasks	Motorola Solutions	Customer
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and Telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers and rooftops to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of Telco, power, structures, etc.)	X	X
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Conduct one three-point ground resistance test of each site as applicable.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines as applicable.		X
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site as applicable.		X
Prepare site construction drawings showing the layout of new and existing equipment as applicable.		X
Review and approve site construction drawings.		X
Obtain the permits needed to complete site development, including electrical, building, and construction permits as applicable.		X
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		X
Ensure that required rack space is available for installation of the new equipment.		X

Tasks	Motorola Solutions	Customer
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified storage, or site locations.	X	
Receive solution equipment.	X	X
Inventory solution equipment and transport it to the sites.	X	X
Deliverable: Solution equipment received and ready for installation		
General Installation		

Tasks	Motorola Solutions	Customer
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install Control Station antennas, including supplying and installing new side arm mounts	X	
Install transmission lines required for system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Install microwave waveguide and lines, as applicable.	X	
Perform sweep tests on transmission lines.	X	
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Supply and install ground buss bar at the bottom of each antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
Console Installation and Configuration		
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install console and the purchased peripheral equipment in accordance with R56 standards and state/local codes.	X	

Tasks	Motorola Solutions	Customer
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station installation.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	X	
Provide an elevated antenna mounting location, and adequate feed-line routing and support. Site walks conducted have shown there is adequate mounting space and feed line.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	X	
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	
Deliverable: Control station equipment installation completed.		
Develop Console Fleetmap		
Review Fleetmapping requirements with Customer, including user ID and talkgroup structures.	X	
Designate user group representatives for the user groups, to make timely decisions on their behalf.		X
Provide advisory input during fleetmap development.	X	
Develop templates.	X	
Participate in a meeting to finalize any changes among user groups.	X	X
Review and approve fleetmap templates.		X
Program approved templates into console.	X	
Evaluate sample radios and provide feedback.		X
Approve templates.		X
Deliverable: Fleetmap plan completed and approved by Customer.		
Mobile Radio Installation and Programming		
Develop and approve prototypes for each type of mobile installation.	X	

Tasks	Motorola Solutions	Customer
Test features and functionalities of the mobile templates.	X	
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.	X	
Provide adequate number of vehicles for installations according to the project/installation schedule.		x
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	X	
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	X	
Install the antennas on the roof, where practical, on the new antenna installations. If mobile antenna cannot be installed on the roof, determine an alternative location.	X	X
Remove the existing mobiles from the vehicle at the time of installation of the new radios	X	
Prior to subscriber flash upgrade, perform all appropriate preventative maintenance on the subscriber radios, including calibration and tuning to ensure the radios are operating within manufacturer’s specifications.		X
Include radio flashing process.	X	
Deliverable: Mobile radios installed and accepted		
Portable Radio Programming and Distribution		
Pass all features and functionalities of the portable radio template.	X	
Program test portable radios with each template version and activate them on the system.	X	
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A “one-time only” programming is included in the project pricing.	X	
Deliver portable radios to authorized Customer personnel and inventory upon receipt.	X	
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.		X
Distribute portable radios to end users.	X	
Deliverable: Portable radios accepted and distributed.		
Microwave Installation		
Perform microwave installation services including: • Path Surveys • Path Design • Frequency Coordination • FCC Licensing	X	

Tasks	Motorola Solutions	Customer
• Transmission Engineering • Application and System Engineering		
Microwave Radio Installation, Test, and Turn Up	X	
7705 Integration, HLD Update, Configuration, and Test	X	
Deliverable: Microwave installation completed.		
Verint Logging Installation and Configuration		
Install Verint logging recorder in the backroom at DeSoto dispatch center, Interface with consoles and consolettes.	X	
Verint will perform implementation and training services.	X	
Deliverable: Logging recorder installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Electromagnetic Interference (EMI) Analysis		
Perform EMI analysis for the Motorola Solutions-supplied equipment as applicable. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.	X	
Resolve any interference caused by equipment not supplied by Motorola Solutions. Motorola will make best effort to avoid interference from Non-Motorola equipment.		X
Deliverable: EMI analysis completed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution	X	

Tasks	Motorola Solutions	Customer
supplied by Motorola Solutions, as contracted.		
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	X
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	

Tasks	Motorola Solutions	Customer
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ Antenna Network Drawings for RF Sites (where applicable). ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 FSA INSTALLATION

2.2.1 Project-Specific Clarifications

- No CCSI staging in Elgin, IL.
- Customer to provide an additional Ethernet connection for the Text-to-Speech (TTS) Decoder Module located in each Station Controller with a minimum throughput to the FSA Server of 512 Kbps per Station. This is only applicable if the TTS in Fire Stations Proposal is purchased.

Mach Alert Responsibilities:

- No assisting with system staging and testing at the Motorola testing laboratory located in Elgin, IL.
- Provide TTS Design and Configuration for all Stations. This is only applicable if the TTS in Fire Stations Proposal is purchased.

2.2.2 General Requirements

Motorola/Mach Alert Responsibilities:

- Provide overall Project Management services.
  - Coordinate, chair, and document status review meetings.
  - When the Mach Alert PM (or his designee) is on-site, he will attend these meetings in person. Otherwise, the Mach Alert PM may elect to participate via a conference call.
- FSA RF & Network system design.
- Provide FSA system design.
- Develop and provide CAD Interface Functional Test Procedure/Checklist.
- Participate in CAD Interface Functional Test Plan and Procedure/Checklist.
- Provide training as part of the project to the MSS and electrical contractor on installation of the Fire Station Controller.

Customer Responsibilities:

- Provide access to sites as necessary.
- Coordinate to provide on-site assistance, as necessary.
- Provide radio connection in the Dispatch Central (or wherever the FSA Server and Alerting Interface Controller are located).
- If an Astro 25 Integrated Data system is to be used, the data channel must have available loading to support the FSA system alerting data, as determined by the Hydra simulation. Motorola to provide documentation verifying this.
- If a conventional RF system is to be used, provide a dedicated (non-shared) radio communications connection to each fire station.
- If an analog radio trunking system is to be used, a dedicated analog trunking talk group is required for the FSA system alerting data.
- Provide a reliable Ethernet network (if Ethernet communications is to serve as a link to the fire stations):
  - Provide all Network/Firewall equipment and cabling.
  - Provide Ethernet connection in the Dispatch Central (or wherever the FSA Server and Alerting Interface Controller are located).
  - Provide Ethernet connection in each fire station.
  - Provide to Mach Alert remote Ethernet access to the FSA Server.
    - This is required for commissioning.
    - This is required for warranty support, but access will be coordinated with Motorola or Customer at Motorola's request.
- Provide server to host MACH Alert virtual server.
- Provide a reliable interface to Customer's Computer Aided Dispatch (CAD) system:
  - Provide the interface to CAD compliant to the MFD-P V7.35 specification with an agreed subset of the full set of defined messages.
    - Coordinate, achieve agreement, and document the subset of messages to be implemented in the CAD system.
  - Provide connectivity between the CAD system and the FSA system via an IP connection as defined in the specification. Coordinate CAD Interface Functional Testing, per Mach Alert-supplied CAD Interface Functional Test and Procedure/Checklist, and document results.

2.2.3 Detailed Design Review

A Detailed Design Review (DDR) will be performed to review and finalize Customer requirements, Statement of Work, System Architecture Diagram, and Product List & Pricing.

Motorola/Mach Alert Responsibilities:

- Coordinate and schedule a Kickoff Meeting with Customer, Motorola, and Mach Alert.
- Run the Kickoff Meeting and record and distribute meeting minutes.
  - Anticipated personnel from Motorola include the Motorola and Mach Alert Project Manager (PM) and System Engineer.
- Attend any required site walks.
  - Anticipated personnel from Motorola include a System Technologist for at least the first day of site walks.
- Revise and submit the following:
  - Final System Architecture Diagram.
  - Final Mach Alert Product List & Pricing.
  - Final ACE3600 product list.
  - Final Statement of Work.
  - Preliminary Acceptance Test Plan.

2.2.4 Design & Procurement

Motorola/Mach Alert Responsibilities:

- Order the Motorola-supplied equipment.
- Design and document the Customer-specific panels and enclosures, including Bill of Materials (BOM).
- Order the non-Motorola-supplied items on BOM.
- Ship the Motorola-supplied equipment to Mach Alert, Tampa, Florida.
- Develop and document the Customer-specific Cutover Plan.
  - (Note that this is generally desired early in a project and this is the first step after contract execution.)

2.2.5 Control Panel Assembly

Each Mach Alert-supplied system element is considered a “unit” in the remaining sections. For example, the following are each considered separate units: the FSA Server, Alerting Interface Controller (AIC), Station Controller (SC), etc.

Mach Alert Responsibilities:

- For each unit:
  - Receive all material.
  - Assemble the unit.
  - Perform Quality Control (QC), including point-to-point wiring verification, on the assembled unit.

2.2.6 Mach Alert Factory Testing and System Configuration

Each unit will have a type-specific Unit Functional Test Procedure. The Customer-specific units will each have a Unit Functional Test Checklist for QC purposes. The Customer-specific system will have a System Functional Test Procedure and Checklist.

Customer Responsibilities:

- Select Customer-specific alert tones in the form of .wav files (play length not to exceed seven seconds per file).

Mach Alert Responsibilities:

- For each unit:
  - Prepare the Customer-specific Unit Functional Test Checklist.
  - Configure Customer-specific Unit.
  - Storage of Customer-specific alert tones into the ACTIVE Module(s), as necessary.
  - Perform the associated Unit Functional Test Procedure.
  - Record the results of the test on the Customer-specific Unit Functional Test Checklist.
  - Record Unit pass/fail on the Unit Functional Test Checklist.
  - Correct deficiencies and re-test, as necessary.
- Stage a sufficient number of tested unit types and quantities to adequately represent the Customer's system.
  - Prepare the Customer-specific System Functional Test Checklist.
  - Configure System Software.
  - Perform the Customer-specific System Functional Test Procedure.
  - Record the results of the test on the Customer-specific System Functional Test Checklist.
  - Record System pass/fail on the System Functional Test Checklist.
  - Correct deficiencies and re-test, as necessary.

2.2.7 Shipping to Motorola

Motorola/Mach Alert Responsibilities:

- Motorola is responsible for all shipping and insurance charges.
- Package units for shipment.
- Ship units per Motorola instructions

2.2.8 Installation

Motorola/Mach Alert Responsibilities:

- Provide secure, climate-controlled staging and storage space for all FSA equipment.
- Provide the equipment rack to house the FSA Server.
- Provide the equipment rack to house the AIC.
- Coordinate the real estate to mount each SC and any other station-specific equipment.
- Finalize the installation plan for each SC and any other station-specific equipment.
- Provide the following for the FSA Server, AIC, each SC, and any other station-specific equipment per the Mach Alert-supplied installation drawings:
  - Installation.
  - Terminations.
  - Grounding.
- Document and deliver installation drawings for the FSA Server.
- Assist with the installation of the FSA Server.
- Document and deliver installation drawings for the AIC.
- Assist with the installation of the AIC.
- Document and deliver installation drawings for each SC.

    - This may be one drawing which is common for all SCs, but each unique SC will be documented.
- Document and deliver installation drawings for any other station-specific equipment.
    - For each unique type of other station-specific equipment, this may be one drawing which is common, but each unique set of station-specific equipment will be documented.
- Provide on-site installation training/review for the Motorola-supplied electrical contractor/installer to install a SC and other station-specific equipment in one (1) station.
- Provide remote support to installer for guidance in installations and in the testing of installations.

2.2.9 On-site Functional Testing

After all equipment has been installed in the Dispatch Center (or wherever the FSA Server and AIC are located), these units can be verified and made operational (but not "live" yet). Once all equipment in a station has also been installed, those units can also be verified and made operational (but not "live" yet). Once the FSA Server and AIC, and at least one SC, are operational, the communications interface (Ethernet and radio) between them can be verified. This process should continue until all stations are made operational. Then, system testing can be performed.

Customer Responsibilities:

- Provide Motorola personnel with administration rights to modify group policies on domain controller and set up secure connections for Dispatch Positions for Browser Client support.
- Provide assistance during testing.
- Set up testing dates and times in agreement with Mach Alert.

Mach Alert Responsibilities:

- Prepare documentation of Unit Functional Tests and System Functional Test to be delivered as part of the final documentation package.
- For each unit:
    - QC proper installation and termination by the Motorola-supplied electrical contractor/installer.
    - Verify that equipment is operating properly and that electrical and signal levels are set accurately.
    - Re-perform each Factory Test Unit Functional Test Procedure.
    - Document each field-verified Unit Functional Test Checklist.
    - Record Unit pass/fail on the Unit Functional Test Checklist.
    - Correct deficiencies and re-test, as necessary.
- For the system:
    - Verify communication interfaces between devices for proper operation.
    - Assist with Browser Client support to Dispatch Positions.
    - Re-perform the System Functional Test Procedure.
    - Document the System Functional Test Checklist.
    - Record pass/fail on the System Functional Test Checklist.
    - Correct deficiencies and re-test, as necessary.

2.2.10 Training

Customer Responsibilities:

- Finalize training schedules purchased as part of this project with Customer Project Manager.

Motorola/Mach Alert Responsibilities:

- Provide the Training Plan per the relevant selections in the final Product List and Pricing.
- Set up the training classes outlined in the Training Plan.
- Provide Training Documentation to support the Training Plan.
- Provide the required training per the Training Plan.

2.2.11 Cutover and Final System Acceptance Testing (FSAT)

Motorola/Mach Alert Responsibilities:

- Create a punch list of items based on Customer input for completion prior to the FSAT.
- Resolve punch list items that are related to the Motorola scope of work.
    - Especially resolve any issues with Customer's communications links (radio and/or Ethernet) that may cause station alerting issues.
- Resolve punch list items that are related to the Mach Alert scope of work prior to the FSAT.
- Conduct Final System Acceptance Test.
- Document the results of the FSAT and provide to Motorola.
- Work with Customer to ensure that all stations are ready and understand the cutover plan implications for the end users and verify that information has been distributed to those users.
- During cutover, ensure that the written plan is followed and implement contingencies as required.
- Present System Acceptance Test Plan Results to the Customer.
- Obtain Customer concurrence and signoff of System Acceptance Test Plan Results.

2.2.12 Project Close Out

Motorola/Mach Alert Responsibilities:

- Create, document, and provide a post-project support plan to the Customer.
- Review post-project Customer support plan.
- Finalize all documentation and provide an electronic as-built manual, in PDF format, on CD which will include the following:
    a. System-Level Diagram
    b. Station Controller As-built Diagrams
    c. Equipment Inventory List
    d. Product data sheets
    e. Product manuals

SECTION 3

TRAINING

3.1 TRAINING OVERVIEW

Collaborating with Motorola Solutions will enable the SWRCC to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the SWRCC is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the SWRCC's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the SWRCC to tailor a final training plan to enable the SWRCC organization to operate, configure, and manage the proposed solution effectively and efficiently.

3.2 MOTOROLA SOLUTIONS TRAINING

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

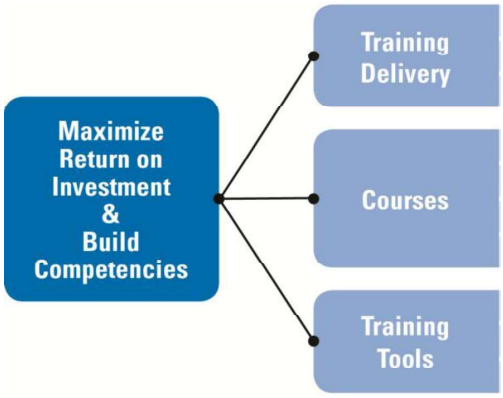


Figure: Build the competencies of the SWRCC's personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

3.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer four interactive methods of training: Online Self-Paced Virtual Instructor-Led, Instructor-Led, and our *new* Integrated Training Environment.

Figure: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be

delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

3.3 PROPOSED TRAINING OVERVIEW FOR THE SWRCC

In order to achieve the training goals identified by the SWRCC, we propose the following courses. This is available for 4 console operators and 2 supervisors.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

3.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500 Console Operator and Admin Training 2 Training Consoles Ratio: 1 per console Course#: AST1054 (Instructor-led)	Supervisors	1 (8 hour) session	1 day	SWRCC, TX	Prior to cutover	2
MCC7500 Console Operator Training 2 Training Consoles Ratio: 2 per console Course#: AST1053 (Instructor-led)	Dispatchers	4 (4 hour) Sessions	1 day	SWRCC, TX	Prior to cutover	8 (4 per session)

3.4 COURSE DESCRIPTIONS FOR SWRCC

Course descriptions for SWRCC are included on the following pages.

3.4.1 MCC7500 Console operator

Course Synopsis and Objectives:	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids, which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to: ▪ Perform basic operational tasks of the dispatch console. ▪ Utilize the provided job aids to perform specific tasks associated with the console. ▪ Understand a high-level view of the system configuration. ▪ Understand a high-level overview of the customer system configuration. ▪ Understand general console operation. Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Overview. ▪ Communicating with Radios. ▪ Advanced Signaling Features. ▪ Resource Groups. ▪ Working with Configurations. ▪ Working with Aux IOs. ▪ Troubleshooting.

3.4.2 MCC7500 console supervisor

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: ▪ Understand the menu items and tool bar icons. ▪ Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars.

	▪ Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	▪ Introduction. ▪ Configurations. ▪ Folders and Resource Setup. ▪ Customizing Folders. ▪ Auto Starting the MCC 7500E Dispatch Console. ▪ Editing Preferences. ▪ Configuring the Toolbar. ▪ Setting Up Aux IOs. ▪ Resource Groups.

SECTION 4

ADVANCED PLUS SERVICES

In order to ensure the continuity of SWRCC network and reduce system downtime Motorola proposes our Advanced Plus Services offering to SWRCC for the first warranty year. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Security Monitoring.
- Network Updates.

These services will be delivered to the SWRCC through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

4.1 ADVANCED PLUS SERVICES DESCRIPTION

4.1.1 Centralized Service Delivery

Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC), will provide centralized support. These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of SWRCC's dispatch system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between City, third-party subcontractors and manufacturers, and Motorola. When SWRCC dispatch personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting City's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As the Service Desk opens tickets, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted

customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provides direct telephone support to the SWRCC dispatch will also provide **Network Event Monitoring** to City's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor City's system, often identifying and resolving anomalous events before they might affect user communications.

4.1.2 Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at SWRCC's dispatch location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

4.1.3 Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

4.1.4 Security Management Operations

Security Monitoring provides 24x7x365 monitoring of the radio network's security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

4.1.5 Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain SWRCC dispatch ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that SWRCC dispatch has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable SWRCC dispatch to add dispatch positions, network management positions, and other elements to increase

capacity and processing capability. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on the City's personnel.

While the year 1 warranty and services including the network updates are included in this proposal, year 2 onwards, SWRCC dispatch will require either joining the Regional Dallas System Network update contract or contacting Motorola to remain on the Network updates and maintenance plan. This will ensure that the proposed infrastructure is continuous supported and upgrade to the newest ASTRO release with respect to the City of Dallas Regional System.

4.2 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

4.2.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

4.2.2 Onsite Service through a Field Service Team

Motorola's local team of service personnel will provide Onsite maintenance and repair of SWRCC dispatch system. Motorola will provide the City with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify the SWRCC's dispatch that the system is restored to normal operation and request approval to close the case.

4.2.3 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the SWRCC dispatch network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in City's system. All components being

repaired are tracked throughout the process, from shipment by the SWRCC dispatch to return through a case management system where users can view the repair status of the radio via a web portal.

4.2.4 Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for SWRCC dispatch is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, City's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Figure 1: MyView Portal offers real-time, roled-based access to critical system and services information.

4.3 SYSTEM UPGRADE AGREEMENT (SUAII)

In order to keep SWRCC LMR system current, Motorola offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update SWRCC's ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Included features

Features Descriptions	SUA II

Incremental Software Enhancements (Bug Fixes)	✓
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola's field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

System releases include commercial OS and application software updates as well as Motorola certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.

Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola's personnel at SWRCC site to execute upgrade.

4.4 MACH ALERT MAINTENANCE AND SUPPORT

4.4.1 Warranty

Mach Alert, Inc. (MAI) warrants to Motorola Solutions, Inc. (Motorola) all MAI-supplied Mach Alert FSA System equipment and software are free from defects for a period of eighteen (18) months from date of shipment from the MAI facility or twelve (12) months from customer system acceptance, whichever is earlier.

The MAI warranty does not apply to malfunctions, failures, or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, or unauthorized or improper repair or installation, or from acts of God such as fire, flood, etc.

4.4.2 Maintenance & Support Contract

A contract can be purchased for annual Maintenance & Support to provide equipment maintenance and technical support for the Mach Alert system.

This contract begins after the initial warranty has expired.

4.4.3 Hardware Repair

Repaired or replaced equipment and software are warranted free from defects for the remainder of the purchased warranty period or for ninety (90) days, whichever is greater.

Motorola is responsible to provide a service shop for onsite support to aid in characterization and resolution.

Motorola is responsible for service shop labor costs.

4.4.4 Hardware Spares

An adequate supply of spares is required to minimize system downtime.

MAI will provide a list of recommended spares for the system as part of the proposal.

The spares list will be for MAI supplied materials and for the Motorola supplied ACE3600 items including

APX radios used for voice and data. Quantities will be based on 5% of a 20 station system and rounded up based on system size.

Motorola engineering has the responsibility to provide spares for all other equipment in the system.

4.4.5 Software Repair

For defective software under warranty, MAI will, with end customer coordination and approval, remotely connect to the Mach Alert FSA System and perform system diagnostics to ascertain and resolve the problem.

MAI will furnish and install corrected software.

Motorola is responsible to provide a service shop for onsite support to aid in characterization and resolution.

Motorola is responsible for service shop labor costs.

4.4.6 Shipping Charges

For defective equipment under warranty, Motorola pre-pays shipping to MAI. MAI will repair or replace the equipment within eight (8) days of receipt and ship back to Motorola at MAI's expense.

4.4.7 Non-MAI supplied equipment

The MAI warranty does not apply to Motorola supplied equipment or software including ACE3600 RTUs, radios used with the ACE3600 or radios used for voice dispatch.

4.4.8 Pricing

Price is per year at Motorola cost and must be current to renew.

4.4.9 Advanced Replacement

MAI does not offer Advanced Replacement for Mach Alert products.

4.4.10 24x7 Service Shop Wrap

Motorola is responsible to provide a 24x7 wrap for the service shop to provide services for support

characterization and resolution.

SECTION 5

PRICING

SWRCC & Lancaster Pricing Breakdown

	Cedar Hill	Desoto	Duncanville	Lancaster
Radios & Accessories				
Radios (List Price)	$1,918,453	$2,006,273	$1,519,093	$1,669,973
Radios (HGAC Disc Price)	$1,400,471	$1,464,579	$1,130,283	$1,219,080
Radios (Fort Worth Disc Price)	$1,132,876	$1,183,021	$918,288	$987,266
Accessories (List Price)	$142,809	$159,922	$126,681	$37,896
Accessories (HGAC Price)	$85,685	$95,953	$77,414	$28,463
Accessories (Fort Worth Disc Price)	$85,685	$95,953	$77,414	$28,463
Radios & Accessories (System Integration)	$93,466	$97,745	$65,531	$99,078
Dispatch				
Dispatch (List Price)	$644,687	$644,687	$644,687	$903,401
Dispatch (HGAC Disc Price)	$590,316	$590,316	$590,316	$833,763
Dispatch (Fort Worth Disc Price)	$560,800	$560,800	$560,800	$792,075
Dispatch Maintenance/SUA (Total for years 2-7)	$294,045	$294,045	$294,045	$566,369
Dispatch (System Integration)	$262,993	$262,993	$262,993	$622,149
Fire Station Alerting				
FSA (List Price)	$153,649	$137,641	$121,633	$175,764
FSA (HGAC Disc Price)	$132,183	$117,895	$103,606	$141,556
FSA (Fort Worth Disc Price)	$132,183	$117,895	$103,606	$141,556
FSA Maintenance/SUA (Total for years 2-7)	$77,030	$64,763	$52,498	$112,691
FSA (System Integration)	$108,083	$92,557	$83,549	$141,555
Total List Pricing	**$3,324,139**	**$3,401,818**	**$2,824,167**	**$3,649,816**
Discounts/Incentives				
HGAC Discounts	*($650,943)*	*($679,780)*	*($510,475)*	*($564,172)*
Fort Worth Discounts	*($297,110)*	*($311,074)*	*($241,511)*	*($273,502)*
Total with Contract Discount	**$2,376,086**	**$2,410,963**	**$2,072,181**	**$2,812,142**
*Timing Incentive Discount (Contract & PO or NTP by 7/28/21) *Regional purchase related incentive*	*($495,373)*	*($550,037)*	*($329,960)*	*($258,835)*
Total 2021 Contract Price	**$1,880,713**	**$1,860,926**	**$1,742,221**	**$2,553,307**
Maintenance & SUA (Total for years 2-7)	*$400,314*	*$376,238*	*$360,663*	*$704,063*
Incentive for purchasing outyears upfront (Contract & PO or NTP by 7/28/21)	*($84,552)*	*($81,757)*	*($78,962)*	*($154,729)*
Total 2021 Contribution with Outyears	**$2,196,475**	**$2,155,407**	**$2,023,922**	**$3,102,641**

SECTION 6

TERMS AND CONDITIONS

Terms and Conditions are included on the following pages.

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Duncanville ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase a Communications System; and

WHEREAS, Motorola desires to sell a Communications System to Customer; and

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

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2018 (the "Contract"), which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description"
- C-2 "Pricing Summary & Equipment List"
- C-3 "Implementation Statement of Work"
- C-4 "Acceptance Test Plan" or "ATP"
- C-5 "Performance Schedule"

Exhibit D "System Acceptance Certificate"
Exhibit E H-GAC Contract dated May 1, 2018, as amended

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, except that Exhibit E shall prevail over this entire Agreement in the event of a conflict and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, including the H-GAC administrative fee but excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the

System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may

include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $2,023,922 which includes the H-GAC administrative fee. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract dated May 1, 2018. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance

or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety

(90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3 TERMINATION FOR CONVENIENCE. At any time, Customer may terminate for its convenience this Agreement in whole or part. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in

part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for services performed and Software and/or Equipment delivered up to the date of termination. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. If and to the extent permitted under Texas law, and subject to the last sentence of this Section 14.2, Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement. Nothing in this Section 14.2 or any other provision of this Agreement shall require, or be deemed or construed as having required, the Customer to assess or collect revenue or to create a sinking fund to satisfy any indemnification obligation under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of

this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes,

modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

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

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified

mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

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

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements,

proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.14. COMPLIANCE WITH TEXAS LOCAL GOV'T CODE CH. 2270. As required by, and in compliance with, Chapter 2270 of the Texas Local Government Code, by Motorola certifies that: (1) Motorola does not boycott Israel currently; and (2) will not boycott Israel during the term of this Agreement.

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

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: Clay Cassard	Name: _____
Title: MSSSI VIce President	Title: _____
Date: 11/09/20	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

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

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

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola

warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the

development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or

technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

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

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: Clay Cassard
Title: _____	Title: MSSSI Vice President
Date: _____	Date: 11/09/20

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: Clay Cassard
Title: _____	Title: MSSSI Vice President
Date: _____	Date: 11/09/20

Exhibit E

H-GAC/Motorola Contract dated May 1, 2018

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Motorola Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 500 West Monroe Street, 44th Floor, Chicago, IL 60661.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
Both parties warrant and assure that each possesses adequate legal authority to enter into this Agreement. The governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the respective parties to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins May 01 2018 and ends Apr 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC, which will not be unreasonably withheld. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of its business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's invoices and pertinent documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit

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those pertinent records on or off the premises by authorized representatives of its own or any public accounting firm selected by H- GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement for a period of seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing thirty (30) days written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of fifteen (15) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid

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or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. The party affected by the Force Majeure will notify the other within fifteen (15) days. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all applicable federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis• Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of

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knowledge thereof. Contractor shall notify H-GAC of any serious accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifyH-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of

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its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H• GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Motorola Solutions, Inc.

Signature DocuSigned by: Travis Boettcher 970050FB3ADC4F5...

Name Travis Boettcher

Title Vice President

Date 7/25/2018

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/24/2018

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to the sale of large communications systems (one*

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million dollars (,000,000.00) and above). The term "Communication Systems" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Contractor engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan. This clause shall also not be applicable to pre-existing contracts Contractor has in the State of Texas. The term "pre-existing" shall refer to contracts in existence as of the effective date of this Agreement.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Any liquidated damage terms will be determined between Contractor and End User at the time End User's purchase order is placed.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage:

a. **General liability** insurance with a Single Occurrence limit of at least ,000,000.00, and a GeneralAggregate limit of ,000,000.

Product liability insurance with a Single Occurrence limit of at least ,000,000.00, and a

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General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is ,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.

c. PDF Insurance Certificates must be furnished to **H-GAC** after contract execution and at policy renewal during term of contract, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.

d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

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Attachment A
Motorola Solutions, Inc.
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Contract No.: RA05-18

H-GAC Product Code	Item Description (Offeror may not change any desctiption or add items)	Offered Price
NA	***Per the RFP Motorola Solutions has included an Electronics Catalogue for our equipment on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
	Motorola Solutions offers this extensive on-line program called Motorola Solutions On-Line that allows each H-GAC end the user to check specific contract pricing, place orders, and check shipping estimates in addition to invoice history. The on-line tool is the most advanced of its kind in the Communications Industry.	
NB	***Per the RFP Motorola Solutions has included an Electronics Catalogue on a USB drive in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the USB drive and also available via Motorola Solutions Online.***	
NC	**Mobile Command Interoperable Communication Equipment & Services**	
ND	**Motorola Solutions Integration Services LMR**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	Project Management Daily Rate*	$ 1,818.00
ND	System Engineering Daily Rate*	$ 1,818.00
ND	System Technologist Daily Rate*	$ 2,173.00
ND	Standard Shop Installation: Hourly Rate*	$ 150.00
ND	Standard Shop Installation: Daily Rate*	$ 1,200.00
ND	Mobile Radio Installation*	$180-$500
ND	Radio Programming*	$55-$125
ND	Data Installation*	$180-$428
	*Prices may vary by Region and Stated Scope. Travel Not Included	
ND	**Motorola Solutions Integration Services Advanced Services**	
	Motorola Solutions offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.	
ND	NG9-1-1 Consolting Services-Daily Rate*	$1,694
ND	Security Project/Program Management-Daily Rate*	$1,694
ND	Wireless Security Technician-Daily Rate*	$1,580
ND	Security Penetration Tester (Wired Network)-Daily Rate*	$1,580

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ND	Secutriy Trainer-Daily Rate*	$1,328
ND	Application Security Code Reviewer-Daily Rate*	$2,033
ND	IT Incident Response and E-Discovery Assitance-Daily Rate*	$1,694
ND	IT Disaster Recovery Planner-Daily Rate*	$1,580
ND	IT Disaster Recovery Plan Tester-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Planner-Daily Rate*	$1,580
ND	Buisness Continuity/Continuity of Government Plan Tester-Daily Rate*	$1,580
ND	Mobile Application Services Project Management-Daily Rate*	$565
ND	Mobile Application Services System Engineer-Daily Rate*	$565
ND	Mobile Application Services Solution Architech-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Design-Daily Rate*	$2,033
ND	Mobile Application Services Application and Solution Implementation-Daily Rate*	$2,033
ND	Application Integration and Customization Services Project Management-Daily Rate*	$1,694
ND	Application Integration and Customization Services System Engineer-Daily Rate*	$1,694
ND	Application Integration and Customization Services Solution Architech-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Design-Daily Rate*	$2,033
ND	Application Integration and Customization Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Unified Communications Services Project Management-Daily Rate*	$1,694
ND	Unified Communications Services System Engineer-Daily Rate*	$1,694
ND	Unified Communications Services Solution Architech-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Design-Daily Rate*	$2,033
ND	Unified Communications Services Application and Solution Implementation-Daily Rate*	$1,694
ND	Consulting Services Project Management-Daily Rate*	$1,694
ND	Consulting Services System Engineer-Daily Rate*	$1,694
ND	Consulting Services Solution Architech-Daily Rate*	$2,033
ND	Consulting Services Internet Protocol Network Accessment-Daily Rate*	$2,033
ND	Consulting Servics IP Network Design and Integration-Daily Rate*	$2,033
ND	Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate*	$2,033
ND	Consulting Services Custoemr Network Interface Design and Integration-Daily Rate*	$2,033

APC DISCOUNTS PER ECAT/MOL PRICEBOOK

020	CAD Equipment	List
039	CAD Equipment	10%
068	CAD Equipment	10%
232	CAD Equipment	10%
297	CAD Equipment	5%
330	CAD Equipment	5%
333	CAD Equipment	10%
472	CAD Equipment	10%
473	CAD Equipment	List
548	CAD Equipment	10%
702	CAD Equipment	10%

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789	CAD Equipment	10%
797	CAD Equipment	List
850	CAD Equipment	List
879	CAD Equipment	List
981	CAD Equipment	List
040	Data Applications	15%
041	Data Applications	10%
041	Data Applications	10%
138	Data Applications	10%
153	Data Applications	15%
343	Data Applications	10%
670	Data Applications	List
766	Data Applications	List
170	Data Subscriber Devices	15%
177	Data Subscriber Devices	15%
185	Data Subscriber Devices	List
736	Data Subscriber Devices	22%
855	Data Subscriber Devices	10%
006	Dispatch Service	5%
768	Dispatch Service	List
118	Dispatch Solutions	10%
124	Dispatch Solutions	15%
129	Dispatch Solutions	20%
139	Dispatch Solutions	List
147	Dispatch Solutions	10%
185	Dispatch Solutions	List
202	Dispatch Solutions	15%
207	Dispatch Solutions	10%
226	Dispatch Solutions	15%
228	Dispatch Solutions	30%
229	Dispatch Solutions	14%
261	Dispatch Solutions	5%
322	Dispatch Solutions	15%
404	Dispatch Solutions	20%
415	Dispatch Solutions	10%
443	Dispatch Solutions	20%
454	Dispatch Solutions	15%
520	Dispatch Solutions	10%
524	Dispatch Solutions	10%
551	Dispatch Solutions	10%
660	Dispatch Solutions	10%
706	Dispatch Solutions	20%
708	Dispatch Solutions	17%
729	Dispatch Solutions	17%
740	Dispatch Solutions	15%
892	Dispatch Solutions	10%
214	Fixed Data Products	10%
275	Fixed Data Products	10%
342	Fixed Data Products	10%
382	Fixed Data Products	10%
403	Fixed Data Products	15%
455	Fixed Data Products	15%
469	Fixed Data Products	10%
499	Fixed Data Products	10%

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708	Fixed Data Products	17%
222	Fixed Network Equipment	15%
329	Fixed Network Equipment	10%
381	Fixed Network Equipment	15%
207	Fixed Station Accessories	10%
273	Fixed Station Accessories	10%
277	Fixed Station Accessories	20%
457	Fixed Station Accessories	20%
515	Fixed Station Accessories	20%
524	Fixed Station Accessories	15%
525	Fixed Station Accessories	15%
856	Fixed Station Accessories	10%
207	Fixed Station Antenna Systems	10%
005	Fixed Stations	20%
112	Fixed Stations	18%
225	Fixed Stations	10%
272	Fixed Stations	20%
281	Fixed Stations	18.50%
301	Fixed Stations	20%
360	Fixed Stations	21.50%
377	Fixed Stations	17%
417	Fixed Stations	10%
424	Fixed Stations	15%
425	Fixed Stations	15%
448	Fixed Stations	20%
474	Fixed Stations	23%
509	Fixed Stations	21.50%
512	Fixed Stations	23%
537	Fixed Stations	21.50%
590	Fixed Stations	21.50%
595	Fixed Stations	18%
643	Fixed Stations	15%
675	Fixed Stations	20%
680	Fixed Stations	21.50%
744	Fixed Stations	20%
811	Fixed Stations	5%
881	Fixed Stations	15%
015	Fixed Wireless Broadband	20%
075	Fixed Wireless Broadband	List
224	Fixed Wireless Broadband	15%
800	Fixed Wireless Broadband	List
832	Fixed Wireless Broadband	10%
882	Fixed Wireless Broadband	15%
904	Fixed Wireless Broadband	15%
906	Fixed Wireless Broadband	15%
910	Fixed Wireless Broadband	15%
947	Fixed Wireless Broadband	15%
298	Infrastructure Repair	15%
901	Lifecycle Services	List
902	Lifecycle Services	List
903	Lifecycle Services	List
904	Lifecycle Services	List
905	Lifecycle Services	List

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051	LTE	10%
051	LTE	10%
053	LTE	10%
054	LTE	10%
055	LTE	10%
056	LTE	10%
057	LTE	10%
058	LTE	5%
059	LTE	10%
061	LTE	10%
063	LTE	10%
065	LTE	10%
066	LTE	10%
171	LTE	10%
375	LTE	List
708	LTE	10%
941	LTE	15%
984	LTE	List
985	LTE	List
989	LTE	List
823	Maintenance	List
983	Maintenance	List
133	Misc. Equipment	15%
299	Misc. Equipment	15%
629	Misc. Equipment	10%
682	Misc. Equipment	20%
887	Misc. Equipment	18.50%
554	Mobile Accessories	15%
644	Mobile Accessories	15%
879	Mobile Applications Software	10%
038	Mobile Stations	10%
103	Mobile Stations	10%
109	Mobile Stations	26.50%
159	Mobile Stations	20%
189	Mobile Stations	15%
276	Mobile Stations	25%
287	Mobile Stations	10%
374	Mobile Stations	15%
426	Mobile Stations	25%
466	Mobile Stations	25%
471	Mobile Stations	25%
484	Mobile Stations	20%
500	Mobile Stations	25%
511	Mobile Stations	10%
514	Mobile Stations	25%
518	Mobile Stations	25%
527	Mobile Stations	25%
571	Mobile Stations	15%
585	Mobile Stations	25%
652	Mobile Stations	25%
655	Mobile Stations	25%
656	Mobile Stations	25%
681	Mobile Stations	25%

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761	Mobile Stations	25%
775	Mobile Stations	16.50%
776	Mobile Stations	20%
792	Mobile Stations	20%
869	Mobile Stations	20%
922	Mobile Stations	20%
216	MOTOTRBO	20%
422	MOTOTRBO	20%
475	MOTOTRBO	20%
516	MOTOTRBO	20%
557	MOTOTRBO	10%
563	MOTOTRBO	20%
777	MOTOTRBO	20%
131	Network Products	10%
147	Network Products	10%
207	Network Products	10%
232	Network Products	10%
708	Network Products	17%
136	Pagers/Receiver	15%
169	Pagers/Receiver	20%
452	Pagers/Receiver	15%
361	Paging/Recievers	15%
839	Paging/Recievers	15%
940	Paging/Recievers	15%
001	Portable Radiophone (Portables)	20%
004	Portable Radiophone (Portables)	20%
008	Portable Radiophone (Portables)	20%
018	Portable Radiophone (Portables)	List
019	Portable Radiophone (Portables)	List
027	Portable Radiophone (Portables)	List
032	Portable Radiophone (Portables)	20%
037	Portable Radiophone (Portables)	20%
087	Portable Radiophone (Portables)	10%
128	Portable Radiophone (Portables)	20%
158	Portable Radiophone (Portables)	20%
185	Portable Radiophone (Portables)	List
187	Portable Radiophone (Portables)	15%
205	Portable Radiophone (Portables)	25%
206	Portable Radiophone (Portables)	20%
209	Portable Radiophone (Portables)	20%
271	Portable Radiophone (Portables)	25%
291	Portable Radiophone (Portables)	25%
320	Portable Radiophone (Portables)	25%
332	Portable Radiophone (Portables)	20%
362	Portable Radiophone (Portables)	20%
372	Portable Radiophone (Portables)	20%
402	Portable Radiophone (Portables)	20%
407	Portable Radiophone (Portables)	25%
414	Portable Radiophone (Portables)	20%
426	Portable Radiophone (Portables)	25%
430	Portable Radiophone (Portables)	20%
442	Portable Radiophone (Portables)	20%
446	Portable Radiophone (Portables)	20%
455	Portable Radiophone (Portables)	25%
456	Portable Radiophone (Portables)	20%

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458	Portable Radiophone (Portables)	25%
470	Portable Radiophone (Portables)	25%
476	Portable Radiophone (Portables)	20%
477	Portable Radiophone (Portables)	20%
481	Portable Radiophone (Portables)	25%
483	Portable Radiophone (Portables)	25%
505	Portable Radiophone (Portables)	25%
527	Portable Radiophone (Portables)	25%
536	Portable Radiophone (Portables)	25%
562	Portable Radiophone (Portables)	25%
570	Portable Radiophone (Portables)	10%
577	Portable Radiophone (Portables)	20%
579	Portable Radiophone (Portables)	25%
619	Portable Radiophone (Portables)	15%
626	Portable Radiophone (Portables)	20%
654	Portable Radiophone (Portables)	List
655	Portable Radiophone (Portables)	25%
656	Portable Radiophone (Portables)	25%
672	Portable Radiophone (Portables)	25%
687	Portable Radiophone (Portables)	18%
721	Portable Radiophone (Portables)	25%
726	Portable Radiophone (Portables)	25%
742	Portable Radiophone (Portables)	25%
749	Portable Radiophone (Portables)	33.50%
755	Portable Radiophone (Portables)	25%
756	Portable Radiophone (Portables)	25%
778	Portable Radiophone (Portables)	20%
785	Portable Radiophone (Portables)	25%
795	Portable Radiophone (Portables)	25%
798	Portable Radiophone (Portables)	25%
837	Portable Radiophone (Portables)	25%
841	Portable Radiophone (Portables)	33.50%
883	Portable Radiophone (Portables)	15%
977	Portable Radiophone (Portables)	10%
986	Portable Radiophone (Portables)	List
		List
390	Professional Services	List
659	Professional Services	List
659	Professional Services	List
670	Professional Services	List
842	Professional Services	List
509	Receivers	21.50%
512	Receivers	23%
743	Receivers	15%
608	Records Management Software	10%
137	Secure Solutions	5%
201	Secure Solutions	10%
229	Secure Solutions	14%
462	Secure Solutions	10%
524	Secure Solutions	15%
525	Secure Solutions	15%
519	Security	List
519	Security	List
561	Service/Maintenance	List

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769	Service/Maintenance	List
769	Service/Maintenance	List
772	Service/Maintenance	List
929	Service/Maintenance	List
206	Service/Maintenance	List
293	Service/Maintenance	List
195	Software Upgrades/Flashport	List
371	Software Upgrades/Flashport	List
430	Software Upgrades/Flashport	20%
262	Test Equipment	20%
854	Test Equipment	List
293	Training-Professional Services	List
039	Trunking Products and Systems	5%
085	Trunking Products and Systems	15%
112	Trunking Products and Systems	18%
115	Trunking Products and Systems	10%
152	Trunking Products and Systems	5%
277	Trunking Products and Systems	20%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
377	Trunking Products and Systems	17%
495	Trunking Products and Systems	15%
593	Trunking Products and Systems	23%
708	Trunking Products and Systems	17%
877	Trunking Products and Systems	18.50%
002	Video Solutions	10%
085	Video Solutions	10%
488	Video Solutions	10%
964	Warranty	List
218	Wireless Mobility	15%
606	Wireless Mobility	15%
683	Wireless Mobility	15%
832	Wireless Mobility	10%
907	Wireless Mobility	15%
908	Wireless Mobility	15%
	Package Discounts - Packages for System 01A7	List
	Package Discounts - Packages for System 03BA	List
	Package Discounts - Packages for System 1027	List

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AMENDMENT No. 1 to CONTRACT No. RA05-18
For
Radio Communication/Emergency Response & Mobile Interoperability Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2021 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 3/1/2021

Signed for: **Motorola Solutions, Inc.**

DocuSigned by:
8EB4AAE968214D8...

Printed Name & Title: Neil Thomas Vice President, West Regior

Date: 3/1/2021, 20_____

SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 **SUA SERVICES**

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.3 The term of this Addendum is 6 years, commencing upon completion of first year of warranty. The SUA Price for the 6 years of services is included in the system cost, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised

Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.7 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.8 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 6 year term, for any reason other than Motorola's default, then the Customer will pay to

Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 6 year commitment.

3.2.10 SUA INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Consider a Resolution authorizing an amendment to Contract #20-097 for providing security officers for Duncanville Fieldhouse, and a contract increase in the amount of $25,000.00 for a new annual amount not to exceed $75,000.00 with Exclusive Protection Services, LLC.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Craig Brasfield, General Manager
Sheila Baker, Purchasing Manager

BACKGROUND/HISTORY:
The Duncanville Fieldhouse Complex located at 1700 South Main Street Duncanville, TX 75137, requires qualified security firms to specialize in providing crowd management services associated with athletic and entertainment venue operations. Exclusive Protection shall furnish uniformed security personnel to include, but not limited to, making reasonable efforts to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near the Duncanville Fieldhouse. It is The City of Duncanville objective to contract the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility.

The Duncanville Fieldhouse is a multi-use sports, convention and entertainment complex located in the heart of thriving, fun-filled Duncanville, Texas. It consists of a 115,000-square foot, state of the art venue uniquely designed to facilitate a wide array of world-class sport, recreational, entertainment and business events. It features six hardwood basketball courts, or ten regulation volleyball courts. The Duncanville Fieldhouse also has a high-performance turf room, Grill and Snack-shop, and ancillary parking. The complex contains flexible meeting space with communications technology, classrooms, conference space, and offices. The Duncanville Fieldhouse hosts tournaments (basketball, volleyball and martial arts), college and high school leagues, city youth and adult leagues, camps and clinics, team training, and coach's clinics. It is also available for corporate events, lock-ins and parties.

The additional $25,000.00 needed is due to the increase of events requiring security. The security services fee is recouped at 100% by the fees charged for all events requiring security.

POLICY EXPLANATION:
Professional Services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

FUNDING SOURCE:
N/A

Contract Log #:
1422

RECOMMENDATION:
Staff recommends approval of a Resolution authorizing an amendment to Contract #20-097 for providing security officers for Duncanville Fieldhouse, and a contract increase in the amount of $25,000.00 for a new annual amount not to exceed $75,000.00 with Exclusive Protection Services, LLC.

ATTACHMENTS:
Attachment 1 - Resolution No. - 2021-038 - Security Agreement for Duncanville Fieldhouse - with Exhibit "A"

RESOLUTION NO. 2021-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO CONTRACT #20-097 FOR PROVIDING SECURITY OFFICERS FOR DUNCANVILLE FIELDHOUSE, AND A CONTRACT INCREASE IN THE AMOUNT OF $25,000.00 FOR A NEW ANNUAL AMOUNT NOT TO EXCEED $75,000.00 WITH EXCLUSIVE PROTECTION SERVICES, LLC.; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, hereinafter called "City", and Exclusive Protection Services, LLC, hereinafter called "Contractor", desire to enter into a First Amendment to the Project Specific Agreement (PSA), Professional Security Services for the Duncanville Fieldhouse; and

WHEREAS, the City of Duncanville desires to move forward with Exclusive Protection Services, LLC in the best interests of the City; and

WHEREAS, the parities now wish to amend the Contract 20-097, Section 3, Payment, the total contractor fee shall be as specified in Exhibit "A", which shall not exceed seventy-five thousand dollars ($75,000.00).; and

WHEREAS, professional services are exempt from bidding in accordance with the Texas Government Code Chapter 252.2226.058.

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

SECTION 1. The First Amendment to the Project Specific Agreement, PSA-20-097, to Exclusive Protection Services, LLC. Professional Security Services Agreement, which is attached hereto and incorporated herein as Exhibit “A” is hereby approved; and the City Manager is hereby authorized to execute the same for the purpose recited therein.

SECTION 2. That the City of Duncanville approves the amended provisions of the Agreement in conformance with the Incorporated Documents to said Agreement.

SECTION 3. That the City of Duncanville has allocated funds for this Agreement in conformance with the Agreement approved herein.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

CONTRACT NO. 20-097-A1

FIRST AMENDMENT TO
SECURITY SERVICES CONTRACT NO. 20-097

This First Amendment to Security Services is entered into by and between the City of Duncanville (hereafter "City"), a Texas home-rule municipal corporation, acting by and through Aretha Ferrell-Benavides, its duly authorized City Manager , and Exclusive Protection Services, LLC (hereafter "Contractor"), an individual, each individually referred to herein as a "party" and collectively referred to as the "parties."

WHEREAS, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") effective August 5, 2020 and expiring August 5, 2022; and

WHEREAS, the Contract is for the purposes of providing armed security officers for on-site events support within the City; and

WHEREAS, the parties have previously agreed to the terms and conditions as set forth in City of Duncanville Service Contract No. 20-097 (the "Contract") Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Fifty Thousand Dollars ($50,000.00)**.; and

WHEREAS, the parties now wish to amend the Contract 20-097, Section 3, Payment, The Total CONTRACTOR Fee shall be as specified in Exhibit "A," which shall not exceed **Seventy-Five Thousand Dollars ($75,000.00**; and

NOW, THEREFORE, City and Contractor, acting herein by the through their duly authorized representatives, enter into the following agreement to amend the contract:

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect as agreed and executed on August 5, 2020.

EXHIBIT "A"

ACCEPTED AND AGREED:

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the _____day of_____, 2021.

CITY OF DUNCANVILLE, TEXAS Owner	**Exclusive Protection Services, LLC** Contractor
_____ Signature	_____ Signature
_____ Printed Name	Christopher Brown Printed Name
_____ Title	Co-Owner Title

TM 111395

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Consider a Resolution authorizing payment of Ancillary Services to Gexa Energy in the amount of $195,729.77.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Richard Summerlin, CPA, CGFO
Finance Director

BACKGROUND/HISTORY:
For transparency, Finance Director, Richard Summerlin is an elected member of the TCAP (Texas Coalition for Affordable Power) Board of Directors. Board members are elected by TCAP member cities and Finance Director Summerlin was re-elected in December 2020. He has served on the Board of Directors since January 2017. Duncanville has been a member of TCAP since 2001.

Winter Storm Uri was unprecedented and devastating to the State of Texas. The City of Duncanville has a fixed rate contract (for energy only) with TCAP converting to SHP (Strategic Hedging Program) at the end of calendar year 2022. Gexa is the contracted REP (Retail Electric Provider) for TCAP. TCAP members' monthly bill is comprised of three main components. The energy rate (billed by Gexa secured through TCAP), the transmission and distribution rate (billed by Gexa but provided by Oncor), and the ancillary charges rate (typically very low, paid by TCAP and never billed by Gexa). The PUC (Public Utility Commission) approves the transmission and distribution rate (Oncor) that covers the cost to get electricity to users and typically changes annually. ERCOT (Electric Reliability Council Of Texas) sets the ancillary charges rate that ensures grid reliability and typically changes hourly. Since we are members of TCAP, there were no extreme energy rate fluctuations as some other customers experienced. However, the winter storm caused unprecedented peaks in the ERCOT ancillary service charge which is now being assessed to every consumer within ERCOT, not just TCAP members.

Ancillary Services are reliability products procured by ERCOT to maintain the stability and reliability of the electric grid. These services consist of payments to generators to stand ready to provide additional generation or load relief needed to balance the electric grid during times of rapid change. Without these services, the system could suffer from inferior quality electricity that can damage motors and appliances including the possibility of collapsing the entire grid. Recovery from a grid collapse could take weeks to restore and at one point ERCOT was within seconds of grid collapse during the winter storm. ERCOT bills the cost of ancillary services to REPs and are commonly passed on to consumers in various ways. Normally, the cost of ancillary services is very small as there is often a large amount of excess unused generation capacity available on the grid. During the winter storm, ERCOT lost about half of its' total generation capacity. Without enough generation to meet demand, ERCOT was forced to call for outages. With little generation capacity in reserve, the price of these products rose to levels that had

never been experienced in the ERCOT market. In addition, it was discovered during the winter storm that the market price cap that was meant to set an absolute ceiling price on energy did not extend to ancillary services and the price rose to a level far in excess of the energy price ceiling. This resulted in the PUC's Independent Market Monitor recommending to the PUC and ERCOT that these prices be capped at the energy ceiling price during this event. ERCOT and the PUC ignored the recommendations of the Independent Market Monitor and refused to reprice these products. The Lieutenant Governor of Texas held a press conference urging the PUC and ERCOT to follow the recommendations of the PUC's Independent Market Monitor and the Texas Senate passed a bill to force this repricing. Unfortunately, the Texas House refused to follow the Senate's lead and thus no legislative relief as yet been enacted.

POLICY EXPLANATION:
Typically, TCAP maintains a reserve account to cover any cost variations incurred for ancillary services. If costs come in a bit higher than planned, TCAP uses the reserve account to cover these costs. If the costs come in a little lower than planned, TCAP retains the excess funds in the reserve account. When the reserve account reaches a level higher than both contractual requirement and normally deemed necessary to fund anticipated cost variations, TCAP will refund the excess amounts to members. To date, the City of Duncanville has received refunds related to ancillary services of approximately $69,000.

During the winter storm, ancillary service prices increased to a level over 500% greater than those experienced prior to the winter storm. This tremendous cost increase is beyond the level TCAP can cover using the reserve account. Therefore, these costs need to be recovered from members directly.

Gexa has offered confidential terms for payment of these ancillary service costs. The City of Duncanville's portion of the $32 million total ancillary charges for TCAP members on a lump sum basis is $195,729.77. Based on February consumption of electricity, these costs have been allocated at $162,788.18 to the General Fund, $18,055.50 to the Utility Fund, and $14,886.09 to the Fieldhouse Fund.

FUNDING SOURCE:
General Fund, Utility Fund, Fieldhouse Fund

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends approval of a resolution of the City Council of the City of Duncanville, Texas, authorizing payment of Ancillary Services to Gexa Energy in the amount of $195,729.77.

ATTACHMENTS:
Attachment 1 - Ancillary Charges
Attachment 2 - Resolution No. - 2021-041 - Ancillary Services - GEXA Energy

ATTACHMENT 1

Total Winter Storm Ancillary Charges To Be Allocated					$195,729.77
February Gexa Electric Billing					
					Ancillary
General Fund Cost Centers				Percentage	Charges
		1044300	$ 3,222.22		
		1044600	$ 2,821.71		
		1044800	$ 9,391.71		
		1044900	$ 192.36		
Senior Meal Grant			$ 82.44		
		1066200	$33,734.65		
		1066300	$ 1,451.25		
		1077000	$ 1,180.95		
		1088000	$ 221.83		
	Total General Fund		$52,299.12	83.17%	$162,788.18
Utility Fund Cost Centers					
		2323000	$ 5,791.98		
		2313000	$ 8.73		
	Total Utility Fund		$ 5,800.71	9.22%	$ 18,055.50
Fieldhouse Cost Centers					
		45601000	$ 4,782.47		
	Total FH Fund		$ 4,782.47	7.61%	$ 14,886.09
	Total Febrary Billing		$62,882.30	100.00%	$195,729.77

RESOLUTION NO. 2021-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING PAYMENT OF ANCILLARY SERVICES TO GEXA ENERGY IN THE AMOUNT OF $195,729.77.

WHEREAS, the City of Duncanville contracts with TCAP (Texas Coalition for Affordable Power) for electricity via the designated REP (Retail Electric Provider) Gexa Energy; and

WHEREAS, ERCOT (Electric Reliability Council Of Texas) bills Ancillary Services to maintain the reliability and dependability of the Texas electric grid to REP's and ERCOT incurred unprecedented costs for Ancillary Services during the 2021 winter storm; and

WHEREAS, TCAP typically absorbs Ancillary Services costs, but due to the magnitude of costs incurred during the winter storm, are unable to cover these costs and Gexa Energy has now billed the City of Duncanville $195,729.77 for Ancillary Services as its proportionate share incurred during the winter storm and based on February extraordinary and non-planned consumption of electricity; and,

WHEREAS, the payment of the proportionate share of the Ancillary Services have been allocated at $162,788.18 to the General Fund, $18,055.50 to the Utility Fund, and $14,886.09 to the Fieldhouse Fund.

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

SECTION 1. the Council of the City of Duncanville, Texas does hereby agree and authorize the payment of $195,729.77 for Ancillary Services to Gexa Energy incurred during the winter storm in February 2021.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Conduct a Public Hearing (2021-13) for consideration and action regarding the request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:
- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP, City Planner
Bryan G. Ramey, II, P.E., Director of Public Works

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property is located within Opportunity Area No. 4 as shown on the Future Land Use Map of the Comprehensive Plan. The Plan recognizes that "Area 4 is envisioned as maintaining its retail, commercial, and office uses while improving the aesthetics and design of those uses". This request involves the reuse of a commercial/retail structure that was renovated in 2019 with assistance of an Economic Development Corporation Property Enhancement Grant.

Project Scope
The applicant is seeking approval to allow for the accessory use of Drive-Thru at the subject property to be utilized with the primary use of Restaurant, Limited Seating. The actual drive-thru lane exists but, in reading through Section 6.03.(Nonconformities) of the Zoning Ordinance, staff determined the use of "Drive-Thru" has been technically abandoned as the associated tenant space has been vacant for more than six months. The structure used to be a bank with a teller drive-thru; however, the bank drive-thru structure was demolished as part of the property renovation.

The proposed restaurant intends to operate Monday through Thursday from 2 p.m. to 10 p.m., Friday and Saturday from 12 p.m. to 12 a.m., and Sunday from 12 p.m. to 10 p.m. The applicant expects to employ between fifteen (15) to twenty (20) employees at full operation.

Parking
The Zoning Ordinance requires one (1) off-street parking space for each 400 square feet of floor area. With the lease space being 1,435 square feet, the required parking for the primary use is four (4)

spaces. As shown on the attached site plan exhibit, the subject property has sufficient existing parking to satisfy this requirement.

Design and Improvements
The applicant will be redesigning the area associated with the drive-thru to be sure both stacking requirements are met as required by Section 4.04.(Off-Street Parking and Loading Requirements) along with providing a safe maneuvering scenario.

Landscaping and Screening
With no proposed expansion to the existing structure, bringing the property into conformance with Section 4.08.(Landscape Requirements) and Section 4.07. (Screening and Buffering Requirements) are not required.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
The subject property is a part of an existing, unified shopping center development surrounded to the north and west by commercial land uses within the same Local Office/Retail "LOR" zoning district. To the south, across W Center Street and east, across Cedar Ridge Drive, are more commercial uses within the LOR district.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

Planning and Zoning Commission
After discussion, a motion was made to recommend approval of the request to the City Council with the following conditions of the Specific Use Permit:

1. The drive-thru shall be designed to conform with the associated standards contained in Section 4.04.F.(Off-Street Stacking Requirements) of the Zoning Ordinance along with maintaining a safe, ADA-compliant maneuvering scenario.

POLICY EXPLANATION:

Following discussion, the Planning & Zoning Commission voted 5-0 in favor of the request with two commissioners absent, per the attached minutes (Attachment 7).

Fifteen (15) notices were sent out for this public hearing. As of this writing, one (1) letter has been received in favor of the request and one (1) letter has been received in opposition of the request.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
The Planning & Zoning Commission recommended approval of the Specific Use Permit "SUP" request to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas, with the following condition:

1. The drive-thru shall be designed to conform with the associated standards contained in Section 4.04.F.(Off-Street Stacking Requirements) of the Zoning Ordinance along with maintaining a safe, ADA-compliant maneuvering scenario.

ATTACHMENTS:
Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Area of Request Maps
Attachment 3 - Site Plan
Attachment 4 - Letter from Applicant
Attachment 5 - Letter to Property Owners within 200' and Responses
Attachment 6 - List of Property Owners within 200' Buffer
Attachment 7 - Unapproved Planning and Zoning Minutes
Attachment 8 - Ordinance No. - 2401 - SUP - Drive Thru - 103 Cedar Ridge Road

ATTACHMENT 1

Advertise 1 time - By May 7

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-13

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

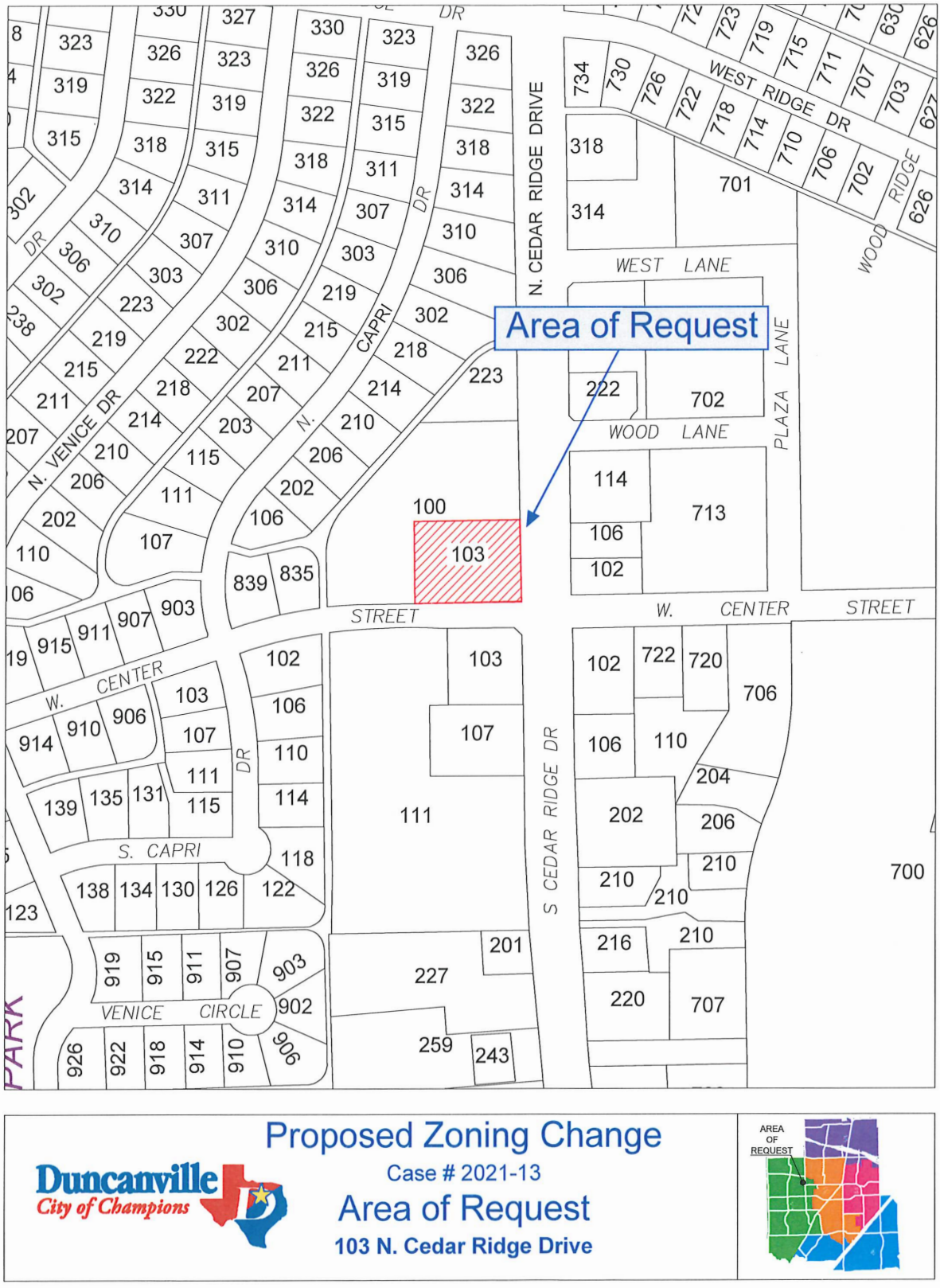
The City Council of the City of Duncanville will hold a public hearing on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas to consider the recommendations of the Planning and Zoning Commission regarding this request.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position.

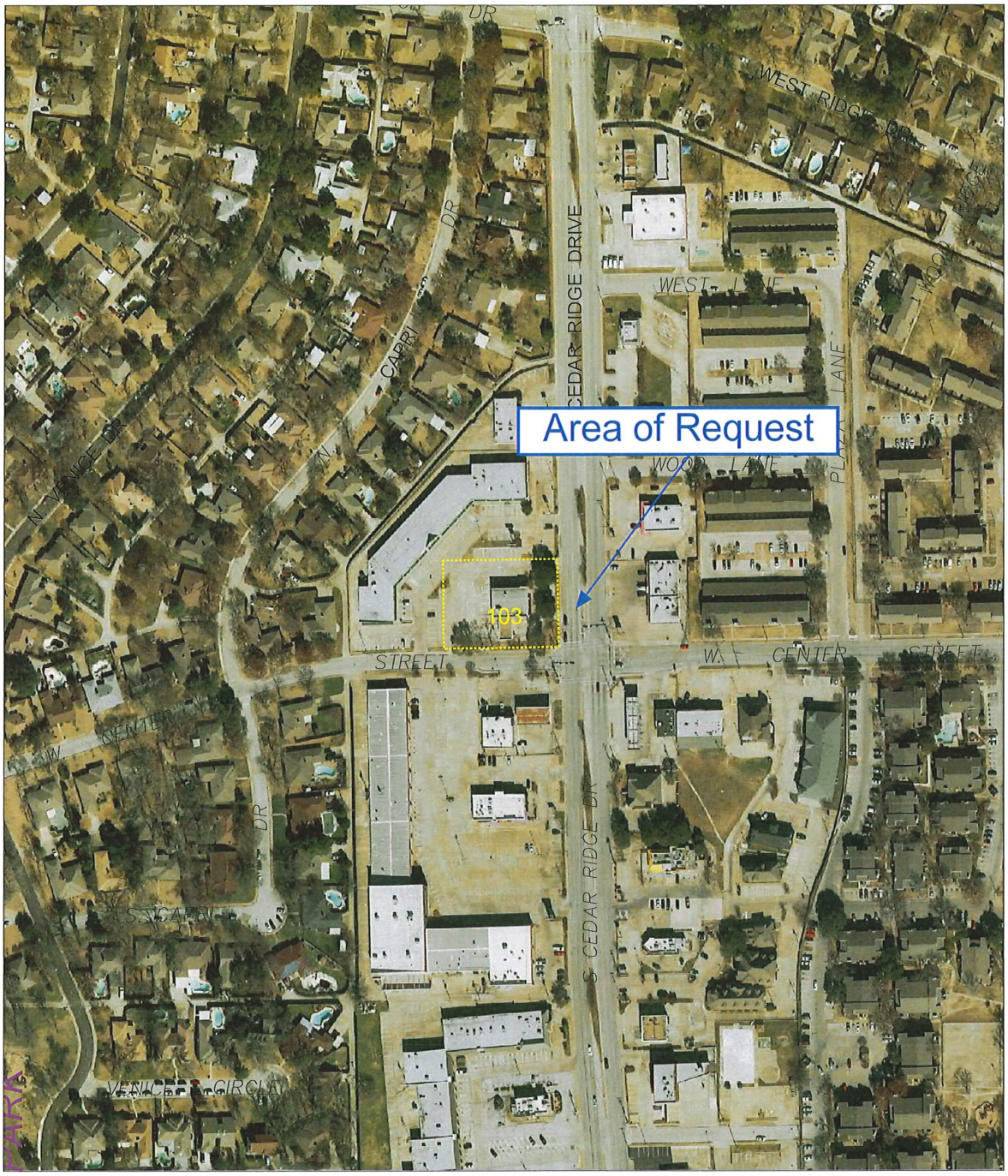
CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux
Secretary, Planning and Zoning Commission

ATTACHMENT 2



ATTACHMENT 2



Duncanville
City of Champions

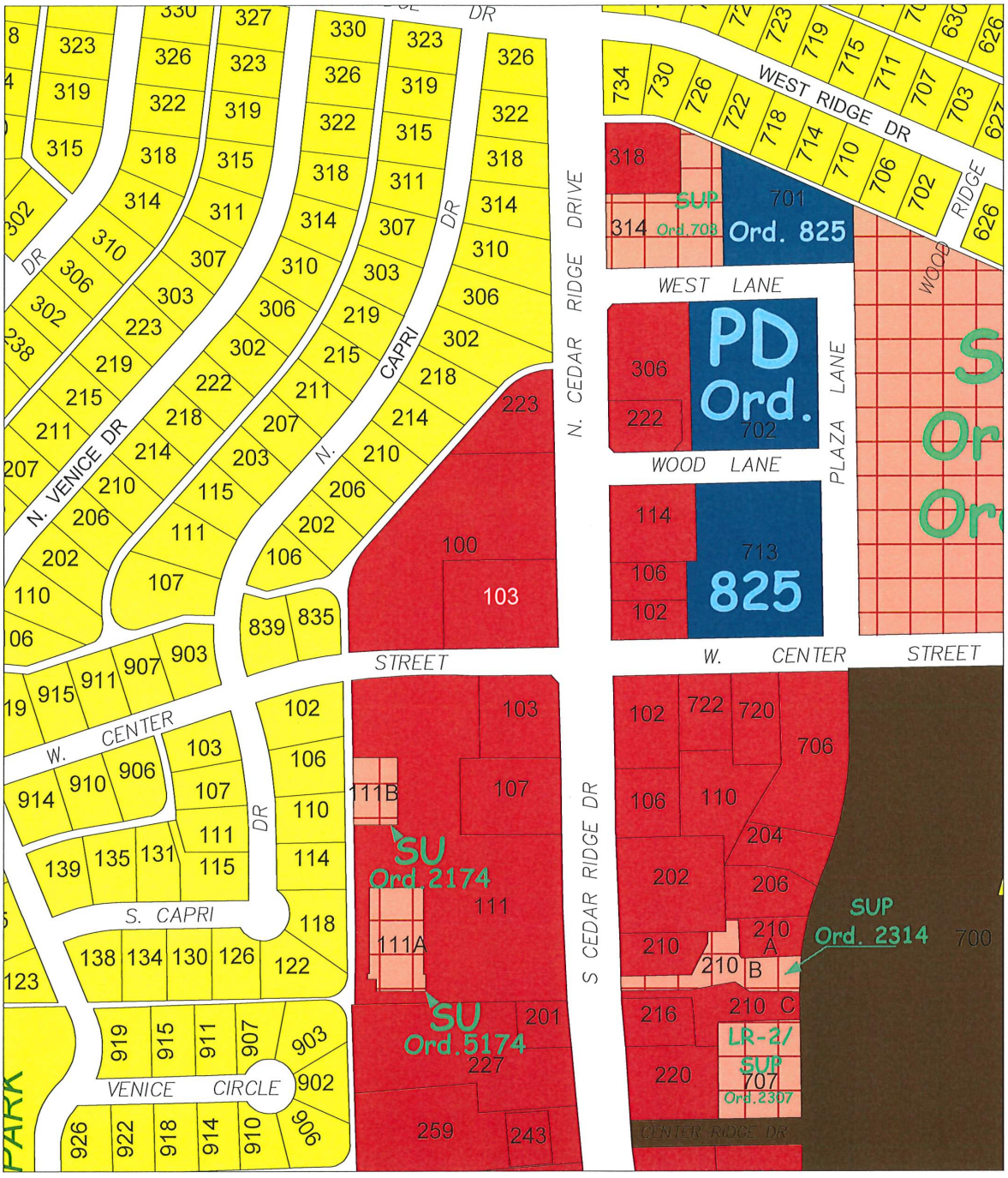
Proposed Zoning Change

Case # 2021-13

Aerial Location

103 N. Cedar Ridge Drive

ATTACHMENT 2



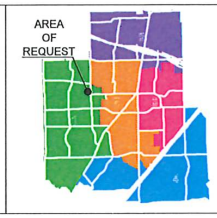
Duncanville
City of Champions

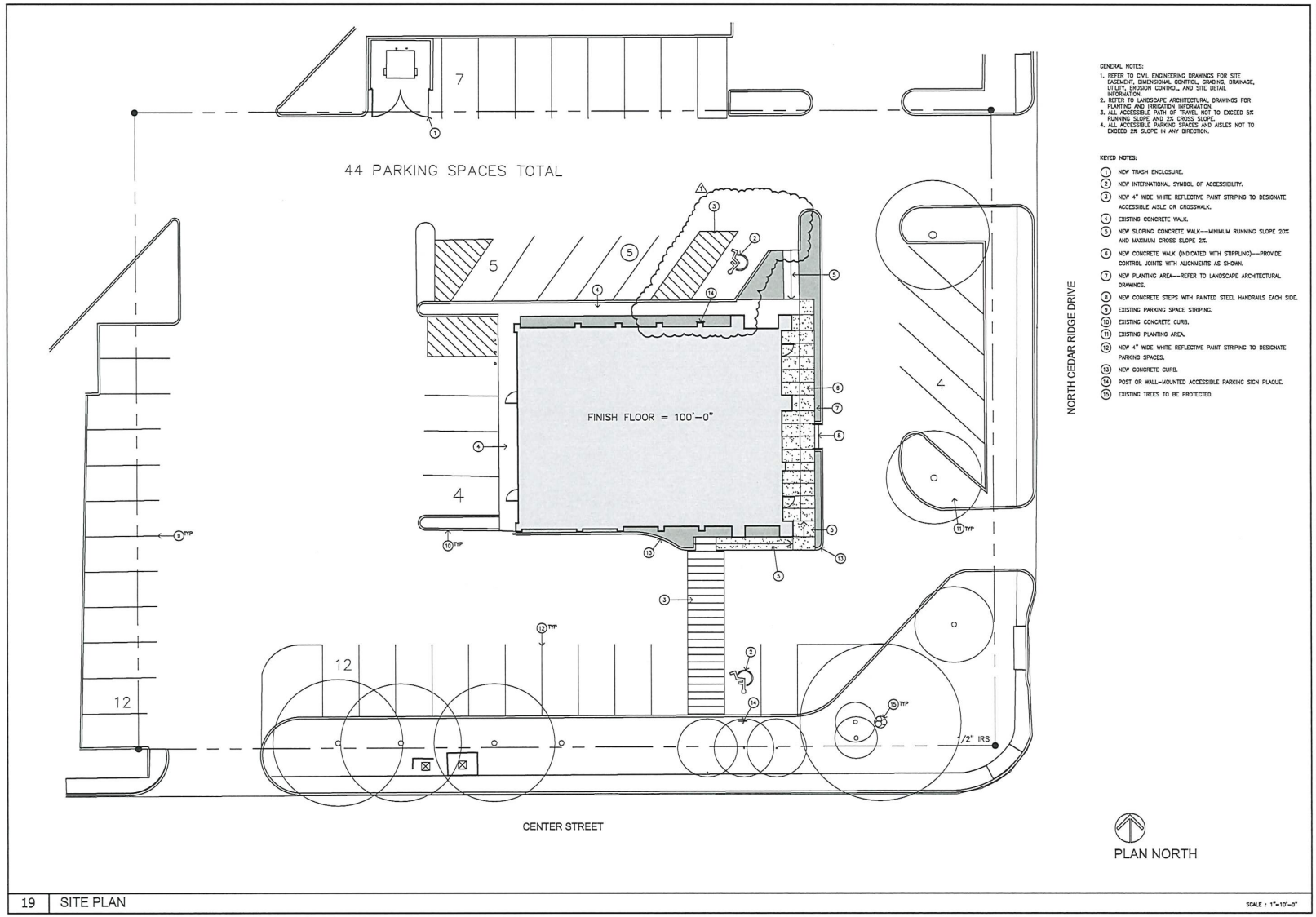
Proposed Zoning Change

Case # 2021-13

Current Zoning Area

103 N. Cedar Ridge Drive





GENERAL NOTES:
1. REFER TO CIVIL ENGINEERING DRAWINGS FOR SITE EASEMENT, DIMENSIONAL CONTROL, GRADING, DRAINAGE, UTILITY, EROSION CONTROL, AND SITE DETAIL INFORMATION.
2. REFER TO LANDSCAPE ARCHITECTURAL DRAWINGS FOR PLANTING AND IRRIGATION INFORMATION.
3. ALL ACCESSIBLE PATH OF TRAVEL NOT TO EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE.
4. ALL ACCESSIBLE PARKING SPACES AND AISLES NOT TO EXCEED 2% SLOPE IN ANY DIRECTION.

KEYED NOTES:
1. NEW TRASH ENCLOSURE.
2. NEW INTERNATIONAL SYMBOL OF ACCESSIBILITY.
3. NEW 4" WIDE WHITE REFLECTIVE PAINT STRIPING TO DESIGNATE ACCESSIBLE AISLE OR CROSSWALK.
4. EXISTING CONCRETE WALK.
5. NEW SLOPING CONCRETE WALK---MINIMUM RUNNING SLOPE 20% AND MAXIMUM CROSS SLOPE 2%.
6. NEW CONCRETE WALK (INDICATED WITH STIPPLING)---PROVIDE CONTROL JOINTS WITH ALIGNMENTS AS SHOWN.
7. NEW PLANTING AREA---REFER TO LANDSCAPE ARCHITECTURAL DRAWINGS.
8. NEW CONCRETE STEPS WITH PAINTED STEEL HANDRAILS EACH SIDE.
9. EXISTING PARKING SPACE STRIPING.
10. EXISTING CONCRETE CURB.
11. EXISTING PLANTING AREA.
12. NEW 4" WIDE WHITE REFLECTIVE PAINT STRIPING TO DESIGNATE PARKING SPACES.
13. NEW CONCRETE CURB.
14. POST OR WALL-MOUNTED ACCESSIBLE PARKING SIGN PLAQUE.
15. EXISTING TREES TO BE PROTECTED.

REVISIONS
1 4-1-20

RENOVATION PROJECT - SHELL ONLY
103 NORTH CEDAR RIDGE DRIVE DUNCANVILLE, TEXAS 75116

DAVID F. SOPRANO ARCHITECT
10300 N Central Expressway
Suite 450 Dallas, Texas 75231
Telephone: 817-903-6663
dons@dfsarchitect.com

Signature 5-8-19
Sealed
Date 6-7-19
Drawn DS, RA
Job 2019-008
A-1.0

19 SITE PLAN

SCALE : 1"=10'-0"

ATTACHMENT 4

Candy Shack Daiquiris
6205 Brookhill Dr
Houston, TX 77087
(713)-927-9779

Date: May 7, 2021

To Duncanville City Council,

Candy Shack Daiquiris started just a little over 5 years ago in Houston, TX. Candy Shack Daiquiris was founded by Houston native James McGhee. James got the idea after visiting family in New Orleans. While working on developing the concept, the idea of adding candy to the drinks came about sparking the name Candy Shack. Candy Shack opened its first outpost in 2015 and has since grown to 7 locations in 5 different cities.

Candy Shack Daiquiris + Food is not just another daiquiri shop. We carry a vast selection of foods to fill you up. Our food items account for a large portion of our sales. Our daiquiris are uniquely filled with a variety of candies. You can enjoy a hot meal and a colorful daiquiri overflowing with candy while we provide a fun and energetic atmosphere with classic board games and inviting setting for an unforgettable experience. We provide traditional daiquiris as well as virgin daiquiris making the experience fun for the whole family.

We plan on employing 15-20 people. We will be able to seat able to seat 30 people. Our Hours of Operation will be Mon – Thurs 2pm – 10pm. Fri & Sat 12pm – 12am. Sun 12pm – 10pm. We will have 2 restrooms and plenty of parking for our guests. We are excited to become a part of the Duncanville community.

Website: www.CandyShackDaiquiris.com
Email: info@candyshackdaiquiris.com

Sincerely,

James McGhee
Owner

ATTACHMENT 5

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3871; (f) 972-780-6426
(e) sthibodeaux@duncanville.com

May 7, 2021

Zoning File: 2021-13

Dear Property Owner:

James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, is requesting to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

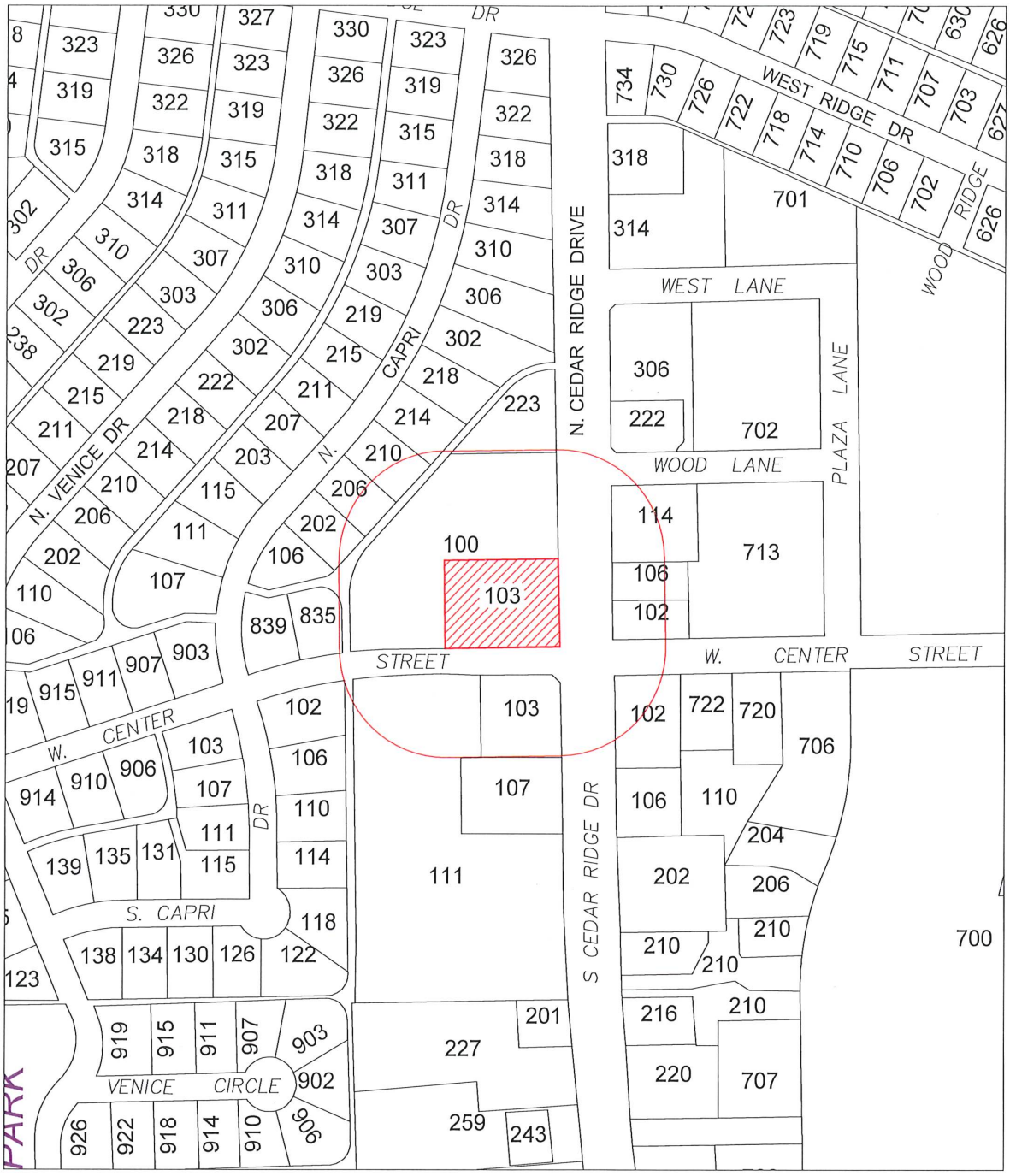
A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to myself, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosure


N. CEDAR RIDGE DRIVE
S CEDAR RIDGE DR
WEST RIDGE DR
WOOD RIDGE
WEST LANE
WOOD LANE
PLAZA LANE
W. CENTER STREET
STREET
N. VENICE DR
CAPRI
S. CAPRI
VENICE CIRCLE
PARK
100
103
701
702
713
700
111
227
259
243
201
Proposed Zoning Change
Case # 2021-13
200 Foot Buffer
103 N. Cedar Ridge Drive
Duncanville
City of Champions
AREA OF REQUEST

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-13 James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, is requesting to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-13 James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, is requesting to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

RECEIVED
MAY 21 2021
CITY OF DUNCANVILLE
PUBLIC WORKS DEPT.

✓ ***In favor*** *of granting the zoning request.*

____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). Good plan for the intersection + neighborhood

2). Improves access to and from the corner

3). Relieves congestion for vehicles + traffic nearby.

Printed Name: RAYBURN TUCKER, JR. (ALSO TUCKER + GRAFF JOINT VENTURE) Address: 3624 OAK LAWN AVE. · SUITE 100

Signature: Rayburn Tucker Date: DALLAS, TEXAS 75219

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-13 James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, is requesting to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

RECEIVED
JUN 04 2021
CITY OF DUNCANVILLE
PUBLIC WORKS DEPT.

____ ***In favor*** *of granting the zoning request.*

✓ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). Last night 6-2-21 the parking lot at this location was 100% full. This happens frequently. There is no way that restaurant at this shopping center has that capacity. (Fire department?)
2). Fence is a code violation, I've reported several times with no results. High grass and weeds.
3). Traffic is heavy at this location.

Printed Name: Charles Franklin Address: 206 N. Capri

Signature: Charles Franklin Date: 6-2-2021

ATTACHMENT 6

TUCKER RAYBURN TR
3624 OAK LAWN AVE STE 100
DALLAS TEXAS 752194376

TUCKER RAYBURN
3624 OAK LAWN AVE STE 100
DALLAS TEXAS 752194376

LAVAREZ JAMIE
214 N CAPRI DR
DUNCANVILLE TEXAS 751164308

NANCE FRANCES E
210 N CAPRI DR
DUNCANVILLE TEXAS 751164308

FRANKLIN CHARLES E &
LESLIE K
206 N CAPRI DR
DUNCANVILLE TEXAS 751164308

ALVAREZ ERICA
202 N CAPRI DR
DUNCANVILLE TEXAS 751164308

FLORES RIGOBERTO &
MARIA DE JESUS FLORES
835 W CENTER ST
DUNCANVILLE TEXAS 751164313

PALIO PARTNERS DUNCANVILLE I LLC
8350 N CENTRAL EXPY STE 1313
DALLAS TEXAS 752061619

ITANI ENTERPRISES
5101 MARTIN DR
ROWLETT TEXAS 750884093

YOUNG KEVIN
223 N CEDAR RIDGE DR
DUNCANVILLE TEXAS 751163140

BOLES HERMAN R
102 S CAPRI DR
DUNCANVILLE TEXAS 751164312

ARK PETROLEUM VENTURES INC
16030 FLEETHAVEN LN
HOUSTON TEXAS 770847546

ZIMMERMANN ENTERPRISES LLC
6220 CAMPBELL RD 104
DALLAS TEXAS 752481396

JBS PETRO INC
102 S CEDAR RIDGE DR
DUNCANVILLE TEXAS 751164531

MORGAN PARK LTD &
5740 PROSPECT AVE #2041
DALLAS TEXAS 752068808

2021-13 Property Owners within 200'

ATTACHMENT 7

PLANNING AND ZONING COMMISSION
VIRTUAL MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, MARCH 24, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, March 24, 2021, at 7:00 p.m. via videoconferencing with the following present:

Planning and Zoning Commission Members:

Greg Zylka	Chairman	Excused absence
Betty Culbreath	Vice-Chairman	
Eric Pena	Commissioner	
Jana McBroom	Commissioner	
George Turner	Commissioner	Excused absence
Elias Rodriguez	Commissioner	
Richard Shaw	Commissioner	

Also present:
Skye Thibodeaux, City Planner
Athena Seaton, Planning Technician

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the Planning and Zoning Commission for the City of Duncanville, Texas will conduct the Planning and Zoning Commission Regular Meeting by video conference at 7:00 pm on Monday, May 24, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email aseaton@duncanville.com and title the email "Public Comment – May 24". All public comments submitted by 4pm on Monday, May 24, 2021 will be provided to the Planning and Zoning commissioners and entered into the record for the May 24, 2021 Planning and Zoning Commission Regular Meeting.

When: May 24, 2021 07:00 PM Central Time (US and Canada)
Topic: Planning and Zoning Commission Meeting

Register in advance for this webinar:

Unapproved

ATTACHMENT 7

https://us02web.zoom.us/webinar/register/WN_U4yaAgjBTeS2vpRFDVJ7fA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

The meeting convened via videoconferencing and was called to order at 7:02 p.m. by Vice-Chairman Culbreath.

Item No. 1 – Receive Public Comments
Due to recent changes in state legislation, public comments have been added to the agendas of all boards and commissions subject to the Open Meetings Act, with time allocated at the beginning of each meeting. Comments are limited to two minutes per speaker.

No comments were received.

Item No. 2 – Approval of meeting minutes for the regular meeting on April 12, 2021

Commissioner McBroom made a motion as seconded by Commissioner Rodriguez to approve the minutes. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 3 – Consider a request (2021-11) for approval of a final plat by Grayson Ceballos, applicant, representing Marco Antonio Salas Chavez and Magdalena Ortiz Vasques, owners, to plat a portion out of the J.H. Spruce Survey, Abstract No. 1297, City of Duncanville, Dallas County, Texas, approximately 0.474 acre, more commonly known as 507 Hustead Street. The purpose of the final plat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the plat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 4 – Conduct a public hearing (2021-03) and consider approval of a replat request by David Hall, Owner to replat Duncanville Industrial District Third Installment Revised, Block B, Lot 1, City of Duncanville, Dallas County, Texas, approximately 1.16 acre, more commonly known as 810 Mercury Avenue. The purpose of the replat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Unapproved

ATTACHMENT 7

Public hearing opened at 7:12 pm.

No comments were presented.

Commissioner McBroom made a motion to close the public hearing at 7:13 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 5
Conduct a public hearing (2021-12) and consider approval of a replat request of Bryan Connally, applicant, representing Donald and Lorrie Goodnight, owners of 906 Wren Circle, and Aurelia Molina, owner of 910 Wren Circle, to replat the following described property: Fairmeadows No. 9 Revised, Block U, Lots 36R & 37R, City of Duncanville, Dallas County, Texas, approximately 0.407 acres, more commonly known as 906 and 910 Wren Circle. The purpose of the replat is to modify the shared lot line between the two lots.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Public hearing opened at 7:18 pm.

No comments were presented.

Commissioner Pena made a motion to close the public hearing at 7:19 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 6
Conduct a public hearing (2021-13) for consideration and action regarding the request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Unapproved

ATTACHMENT 7

Public hearing opened at 7:26 pm.

Brandon Hollier, with Palio Partners, (8235 N Central Expressway, Suite 1313, Dallas, TX 75206) addressed the Board regarding the history of the property.

Brandon McGhee, partner (6205 Brookhill Dr, Houston, TX 77087) presented the menu and information regarding the business model.

Commissioner Pena made a motion to close the public hearing at 7:35 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP with staff's proposed conditions. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 7
Conduct a public hearing (2021-14) for consideration and action regarding the request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 7:56 pm.

Jarrett Adams, applicant (703 Big Stone Gap, Suite A & B, Duncanville, TX 75138) clarified business location and use.

Commissioner McBroom made a motion to close the public hearing at 7:59 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Discussion regarding parking and signage were addressed.

Commissioner Pena made a motion, seconded by Commissioner Rodriguez to approve the SUP with the conditions proposed by staff. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 8
Conduct a public hearing (2021-15) for consideration and action regarding the request of Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, requesting a Specific Use Permit

Unapproved

ATTACHMENT 7

"SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 8:05 pm.

Jenissa Rice, applicant (39670 LBJ Freeway, Dallas, TX 75237) presented background on the owner. Prospective owner is relocating his existing business in Duncanville to this location.

Commissioner Pena made a motion to close the public hearing at 8:07 pm, with motion seconded by Commissioner McBroom. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP per the conditions proposed by staff with an additional condition that the SUP be reconsidered for approval upon a future change of ownership. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 9 – Discuss Planning Calendar

Skye Thibodeaux and the Commission discussed initiating in person meetings beginning June 28th. June 14th meeting is cancelled due to no business. All expiring board members should have received a notice from the City Secretary. Applications are due June 11th.

Item No. 10 – Adjourn
Being no further business, the meeting adjourned at 8:14 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Vice-Chairman

Unapproved

ORDINANCE NO. 2401

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING LOCAL OFFICE/RETAIL DISTRICT "LOR" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR DRIVE-THRU ON DUNCANVILLE ESTATES 1, BLOCK A, LOT 16, APPROXIMATELY 0.7799 ACRE, MORE COMMONLY KNOWN AS 103 CEDAR RIDGE ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Commercial "C" District zoning to grant a Specific Use Permit ("SUP") to allow for Drive-Thru as an accessory use in conjunction with a restaurant on real property located at Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and amended herein subject to the following additional special conditions:

1. The drive-thru shall be designed to conform with the associated standards contained in Section 4.04.F.(Off-Street Stacking Requirements) and Table 4.04.4 of the Zoning Ordinance along with maintaining a safe. ADA-compliant maneuvering scenario

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.7799-acre lot, tract, or parcel of land recorded as Block A, Lot 16, Duncanville Estates 1, Duncanville, Dallas County, Texas, more commonly known as 103 N Cedar Ridge Road.

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Conduct a Public Hearing (2021-14) for consideration and action regarding the request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Industrial District 6th Installment, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP, City Planner
Bryan G. Ramey, II, P.E., Director of Public Works

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property is located within Opportunity Area No. 3 as shown on the Future Land Use Map of the Comprehensive Plan. The Plan states that "while Opportunity Area 3 might not be the ideal locations for heavier intensity uses, due to its lack of access and location, it provides an important base of active nonresidential land uses in Duncanville. In addition, there can often be economic and regulatory challenges associated with redeveloping high intensity uses". It also states, "the area is envisioned as remaining the City's light industrial, heavier commercial, and office park hub."

Project Scope
This request is associated with Code Compliance case CE20-05605. The case was opened in late December 2020 when a City Code Compliance Officer discovered unpermitted automotive sales and repair activity in Suites A & B of the subject property.

The business owner was instructed to submit a Certificate of Occupancy (CO) application for review. Upon review of the CO application, staff determined the use of Auto Repair and Services, Major would require approval of an SUP. The other uses associated with the applicant's business, Auto Dealership (Inside Only) and Outside Storage, are permitted by right at the subject location. However, outside storage must be screened per the associated standards required by Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance.

Parking and Maneuverability
The Zoning Ordinance requires one (1) off-street parking space for each 500 square feet of inside auto sales floor area and one (1) off-street parking space for each 375 square feet of major auto repair and services floor area. With 4,000 square feet of space being utilized for auto repair and 2,000 square feet being utilized for inside auto sales, the total required amount of parking is 15 spaces.

While the site has 25 striped parking spaces, staff is concerned about the overall function of the site in regard to safe maneuverability. It appears as though about 16 parking spaces (the tier striped along the front face of the structure) can be safely utilized.

Design and Improvements
The applicant is not proposing any additions or modifications to the existing structure or parking area.

Landscaping and Screening
The applicant is proposing to screen any outside storage to be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance. There are no landscaping improvements associated with this request.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
The subject property surrounded by existing commercial and industrial development. Adjacent to the north is an existing major auto repair and services use zoned Commercial. To the east, across Gemini Avenue, is an existing frozen food manufacturer zoned Industrial. To the south, across Big Stone Gap Road, are existing auto repair and services uses and vacant property zoned Industrial. Adjacent to the west is an existing multitenant commercial center zoned Local Office/Retail.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

Planning and Zoning Commission
After discussion, a motion was made to recommend approval of the request to the City Council with the following conditions of the Specific Use Permit:

1. Screening for outside storage shall be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance.
2. Non-conforming parking stalls be removed.

The Commission was silent regarding a stipulation placing a time limit or trigger event (such as a potential future change of ownership) to be a condition of the subject SUP.

POLICY EXPLANATION:
Following discussion, the Planning & Zoning Commission voted 5-0 for with two commissioners absent, per the attached minutes (Attachment 8).

Twelve (12) notices were sent out for this public hearing. As of this writing, two (2) responses have been received in favor of the request and one (1) response has been received in opposition of the request.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
The Planning & Zoning Commission recommends approval of a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Industrial District 6th Installment, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas, subject to the following conditions:

1. Screening for outside storage shall be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance.
2. Non-conforming parking stalls be removed.

In addition to the Planning & Zoning Commission recommendations above, Staff recommends Council consider a stipulation placing a time limit or trigger event (such as a potential future change of ownership) to be a condition of the subject SUP.

ATTACHMENTS:
Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Area of Request Maps
Attachment 3 - Site Plan
Attachment 4 - Floor Plan
Attachment 5 - Letter from Applicant
Attachment 6 - Letter to Property Owners within 200' Buffer and responses
Attachment 7 - List of Property Owners within 200' Buffer
Attachment 8 - Unapproved Minutes from Planning and Zoning Meeting
Attachment 9 - Ordinance No. - 2402 - SUP - Auto Repair and Svcs Major - 703 Big Stone Gap Road

ATTACHMENT 1

Advertise 1 time - By May 7

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-14

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit "SUP" to allow for auto repair and services, major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

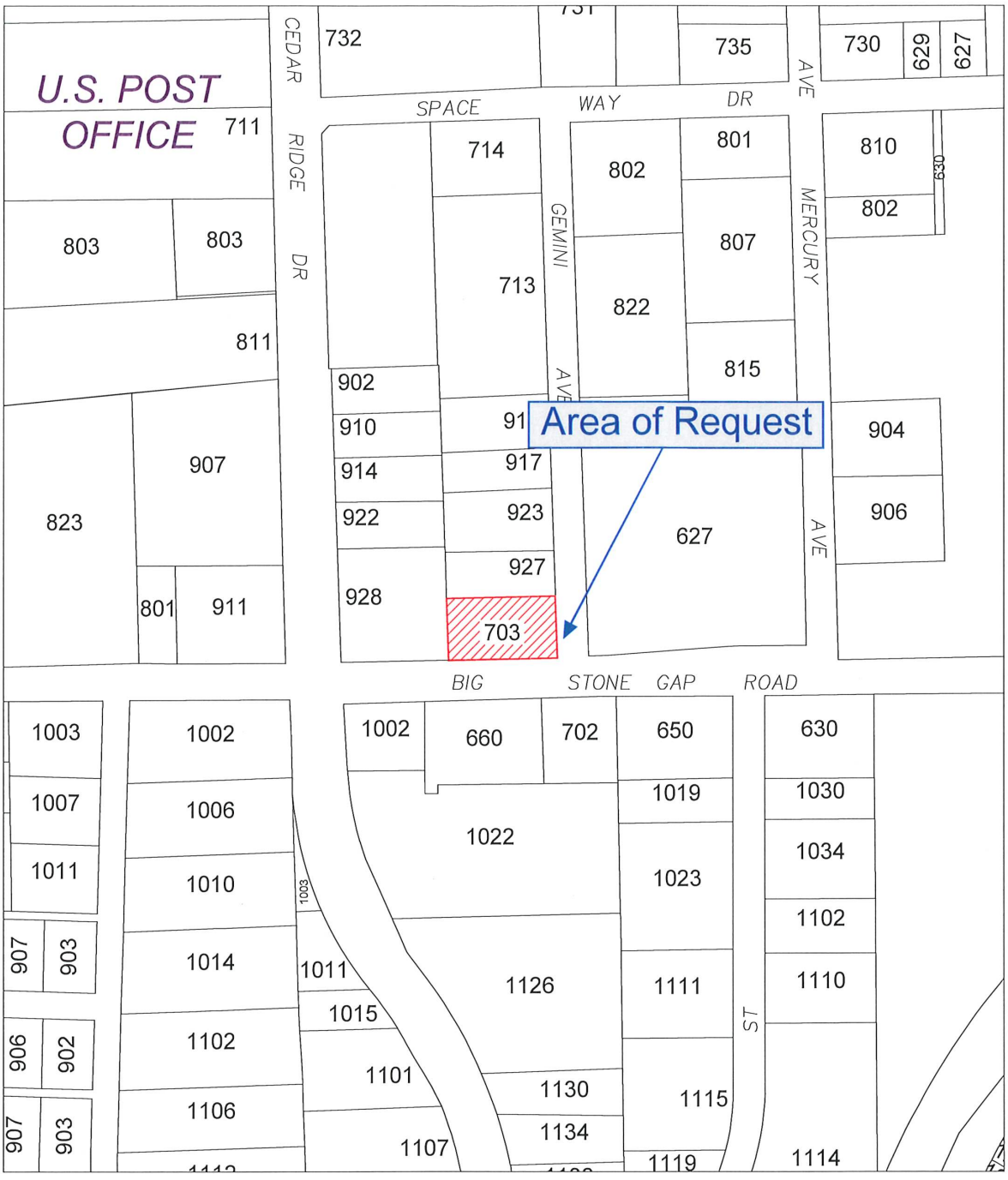
The City Council of the City of Duncanville will hold a public hearing on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas to consider the recommendations of the Planning and Zoning Commission regarding this request.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeux@duncanville.com stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux
Secretary, Planning and Zoning Commission

ATTACHMENT 2



Duncanville
City of Champions

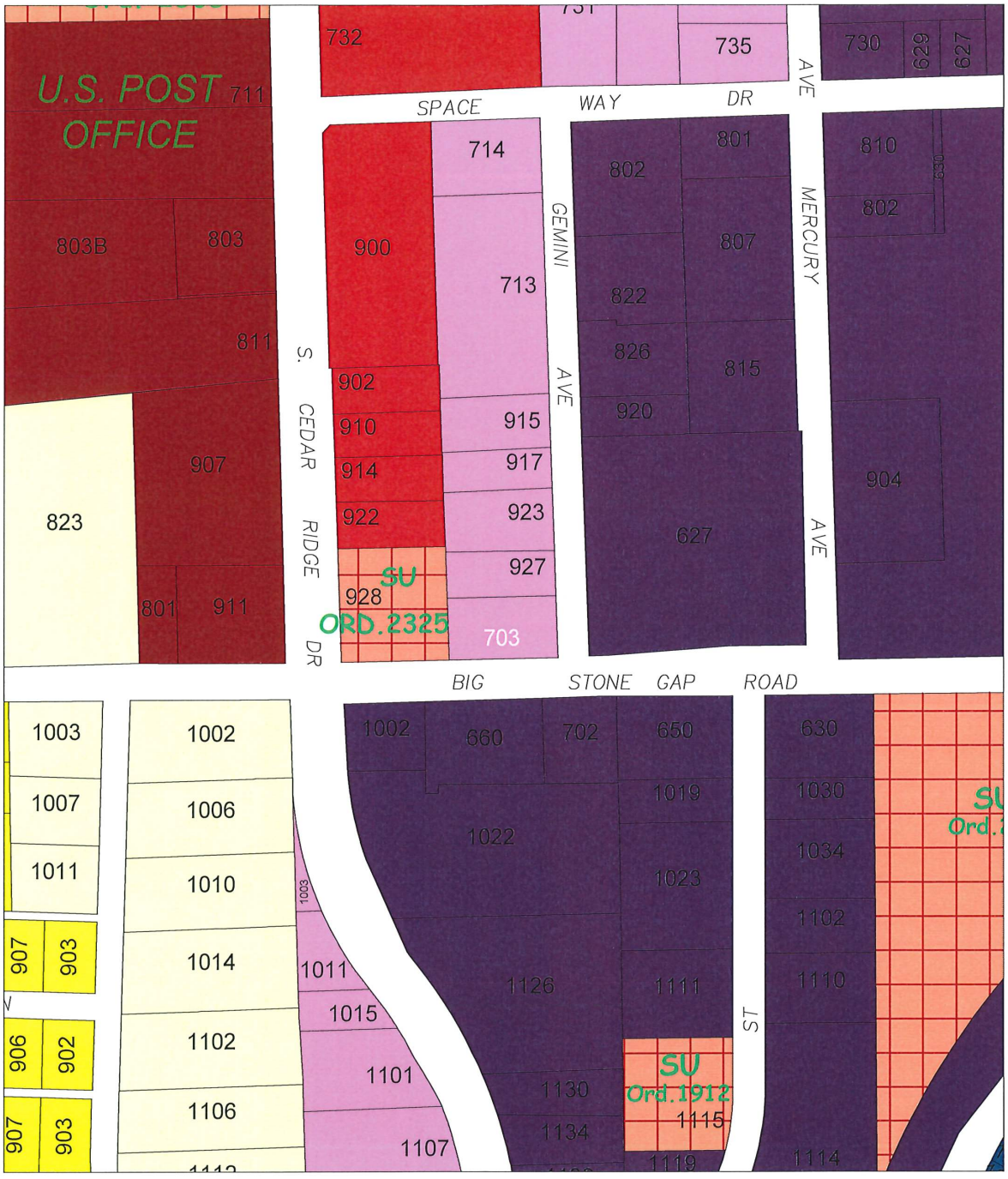
Proposed Zoning Change

Case # 2021-14

Area of Request

703 Big Stone Gap Road

ATTACHMENT 2



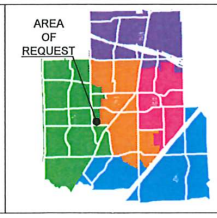
Duncanville
City of Champions

Proposed Zoning Change

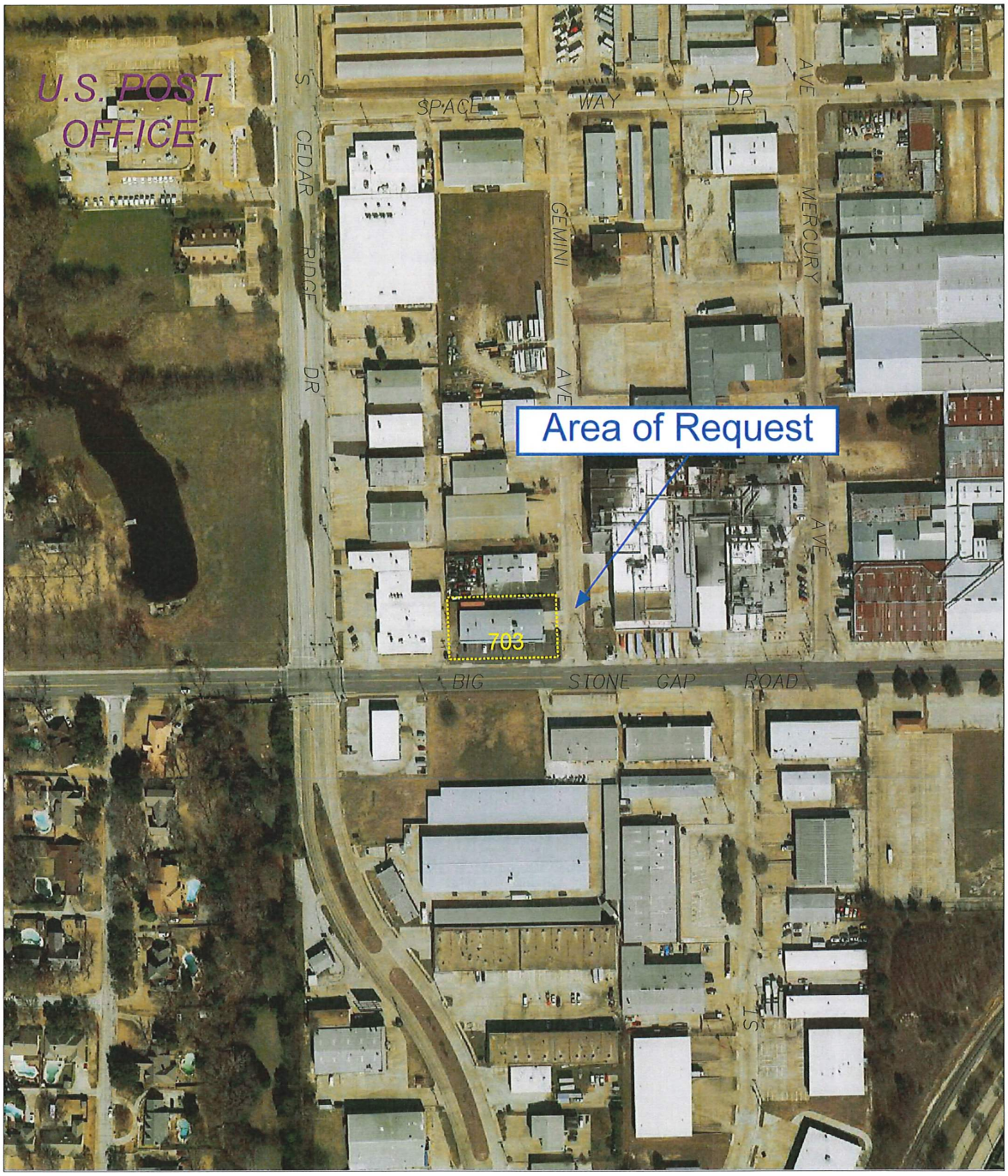
Case # 2021-14

Current Zoning Area

703 Big Stone Gap Road



ATTACHMENT 2



Duncanville
City of Champions

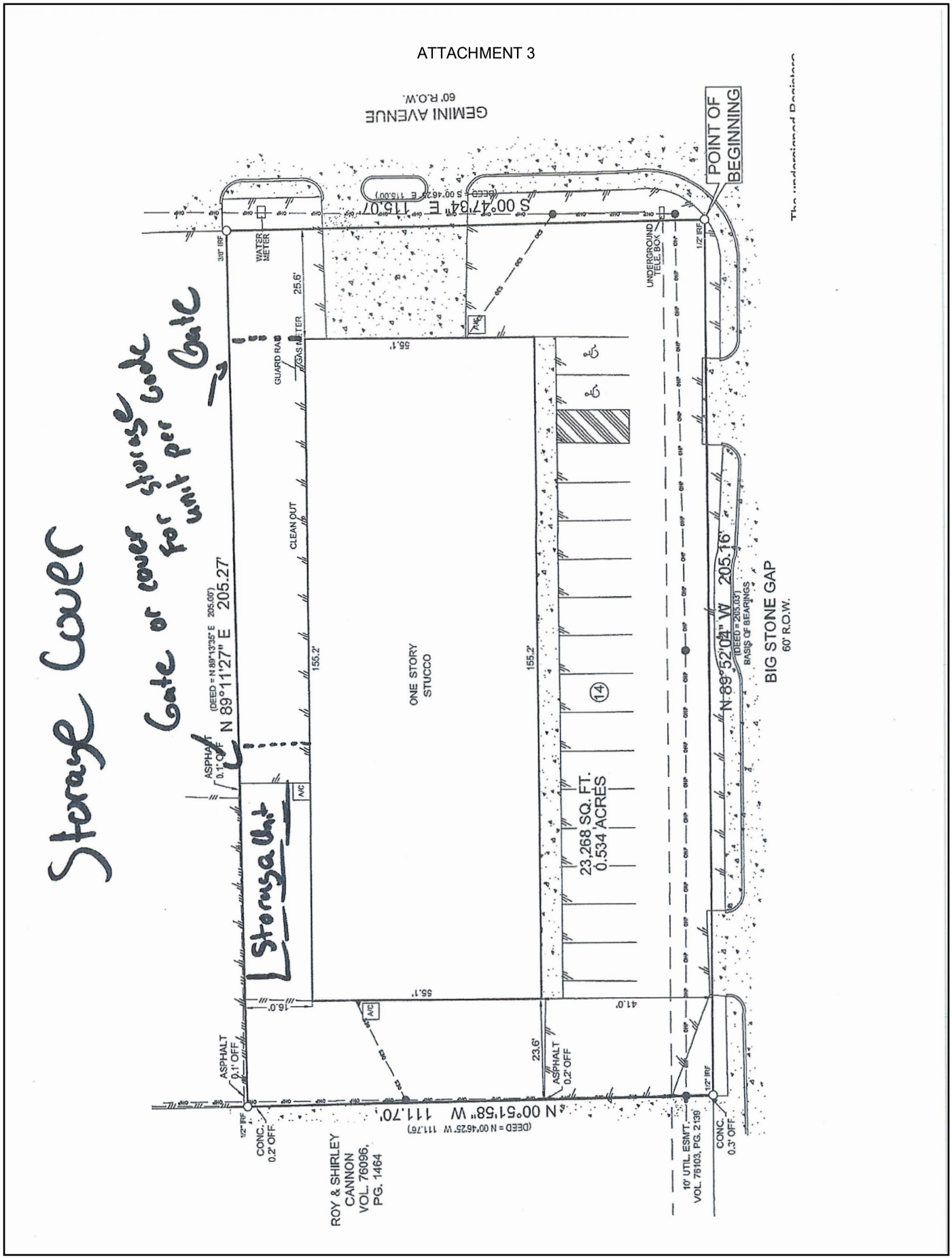
Proposed Zoning Change

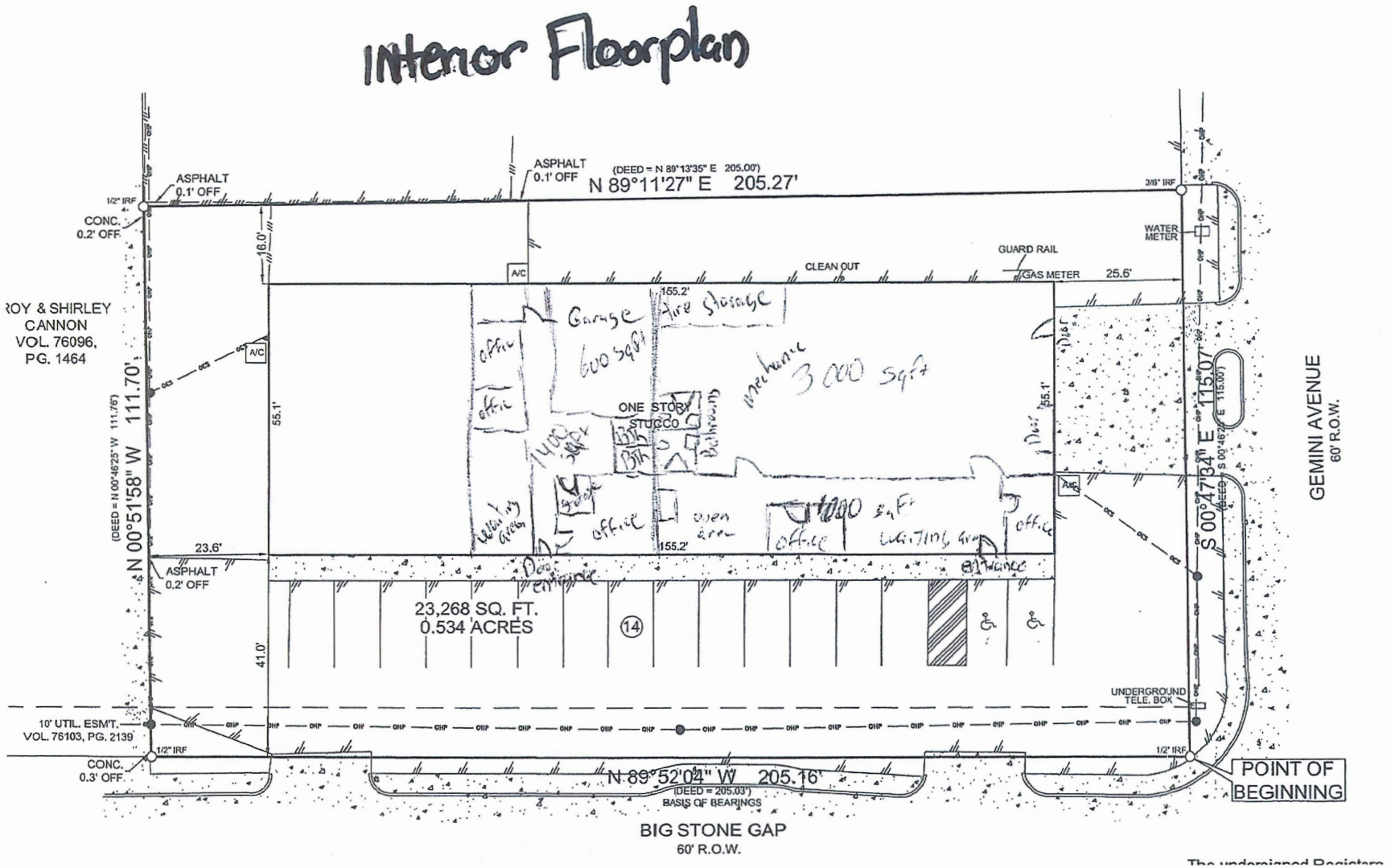
Case # 2021-14

Aerial Location

703 Big Stone Gap Road

ATTACHMENT 3




Interior Floorplan
ASPHALT
0.1' OFF
(DEED = N 89°13'35" E 205.00')
N 89°11'27" E 205.27'
1/2" IRF
3/8" IRF
CONC.
0.2' OFF
WATER
METER
GUARD RAIL
CLEAN OUT
GAS METER
25.6'
16.0'
A/C
155.2'
Garage
600 sqft
Fire storage
office
office
Mechanic
3 000 sqft
ONE STORY
STUCCO
Bathroom
1400 sqft
Waiting area
office
open area
1080 sqft
office
Lobby area
office
Door entrance
entrance
ROY & SHIRLEY
CANNON
VOL. 76096,
PG. 1464
(DEED = N 00°46'25" W 111.76')
N 00°51'58" W 111.70'
55.1'
23.6'
ASPHALT
0.2' OFF
23,268 SQ. FT.
0.534 ACRES
14
41.0'
S 00°47'34" E 115.07'
(DEED = S 00°46'25" E 115.00')
GEMINI AVENUE
60' R.O.W.
UNDERGROUND
TELE. BOX
10' UTIL. ESM'T.
VOL. 76103, PG. 2139
1/2" IRF
CONC.
0.3' OFF.
N 89°52'04" W 205.16'
(DEED = 205.03')
BASIS OF BEARINGS
POINT OF
BEGINNING
BIG STONE GAP
60' R.O.W.

ATTACHMENT 5

April 15, 2021

City of Duncanville

RE: 703 Big Stone Gap Road Suite B

Jarrett Adams of Iken Auto has been running his business out of 703 Big Stone Gap Road Suite A since October of 2018. His company has been helping the community by providing jobs to those that help prepare the cars for sale. He also helps the community by having clean, reliable and competitively priced vehicles for people to purchase. The cars he sells help people go to work, transport their family's and support the local businesses buying groceries, refueling, eating out and visiting many other places of business.

His business is growing and rather than move to another city or county he has chosen to expand here in Duncanville. When "The Cake Guys" closed last year due to the Covid-19 pandemic Suite B came available. The extra office space and parking allows Iken Auto to continue their growth and his efforts to continue to offer good used cars to everyone that needs reliable transportation.

Financially he has never missed a rent payment and he keeps a clean parking lot. I recommend and support the business he has built and encourage the City of Duncanville to support the growth of a local growing business.

Tom Rockwell

CNCS Properties LLC
Tom Rockwell
It's Manager
7325 Marigold Drive
Irving, Texas 75063-5501
817-366-8321
Tom@RentRedOak.com

ATTACHMENT 5

BUSINESS STATEMENT

Iken Auto was created to offer quality used vehicles at a competitive rate. We cater to customer purchasing needs. We have evolved from selling, to offering financing and maintenance of our vehicles. We are a one stop shop, with proven customer service and repeat business. We are a family friendly business that is vital to the community. Our one stop shop encompasses all aspects of owning and maintaining a vehicle. We expect to grow and become a positive fixture in the community offering great customer service as well as employment opportunities. We strive to have excellent customer service, quality vehicles, honest dialogue which in return we acquire loyal customers, who refer their family and friends.

ATTACHMENT 6

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3871; (f) 972-780-6426
(e) sthibodeaux@duncanville.com

May 7, 2021

Zoning File: 2021-14

Dear Property Owner:

Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, is requesting to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

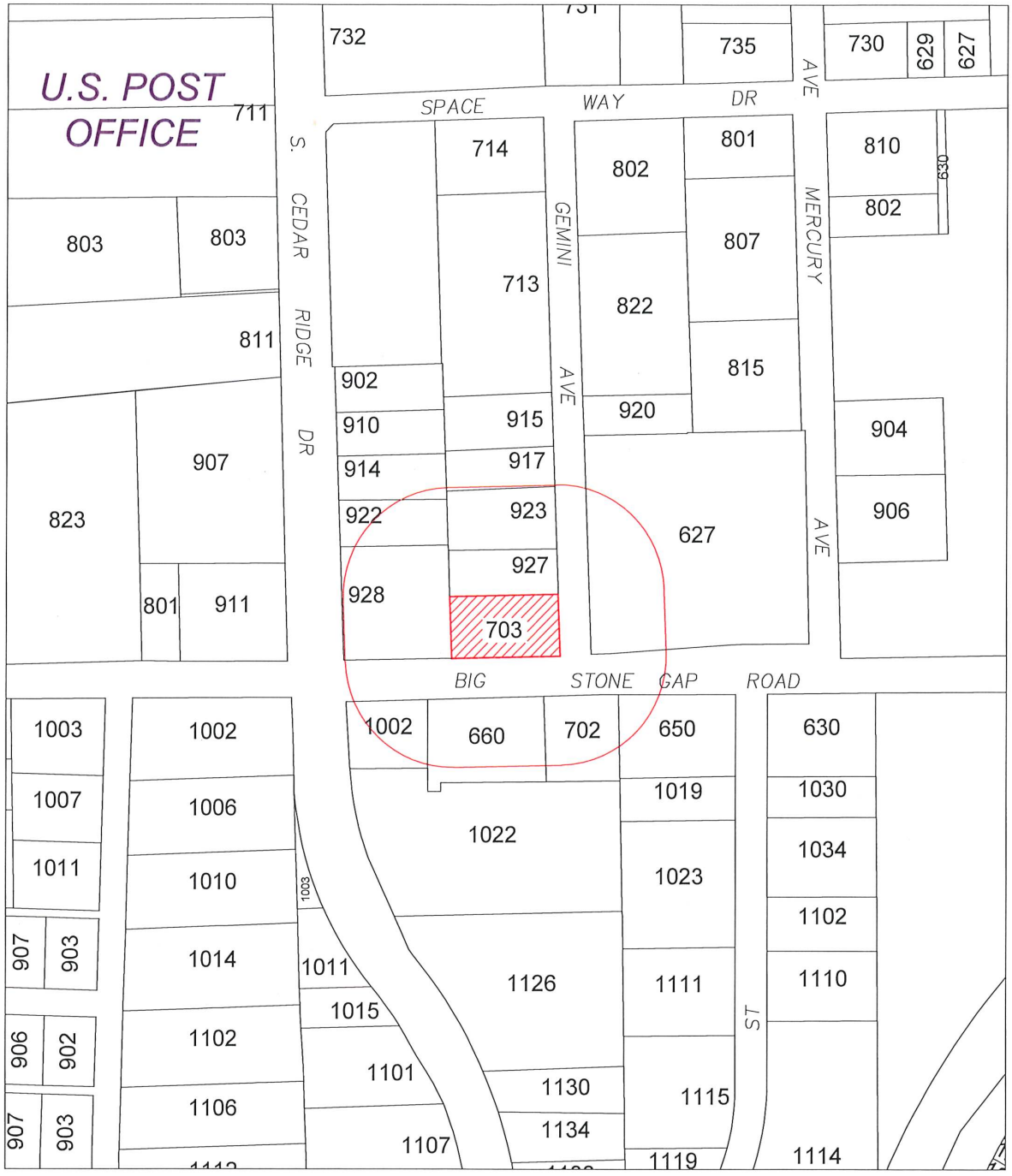
As an interested citizen, you may submit public comments to either the City Secretary or to myself, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosure

ATTACHMENT 6



ATTACHMENT 6

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-14 Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, is requesting to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road**.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 6

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-14 Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, is requesting to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road**.** Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

RECEIVED
MAY 20 2021
CITY OF DUNCANVILLE
PUBLIC WORKS DEPT.

Please check one:

____ ***In favor*** *of granting the zoning request.*

✓ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1). My renter 702 Big Stone Gap is a repair shop.

2).

3).

Printed Name: J. L. Murphy Address: 2500 Northview Mesquite, Tx 75150

Signature: J. L. Murphy Date: 5-17-21

ATTACHMENT 6

The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-14 Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, is requesting to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

The Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

__✓__ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

RECEIVED
MAY 14 2021
CITY OF DUNCANVILLE
PUBLIC WORKS DEPT.

My reasons are as follows:

1).

2).

3).

Printed Name: Jaime Salazar Address: 915 Gemini Ave.

Signature: _____ Date: 5/10/2021

ATTACHMENT 7

RATCLIFF YOUTH & FAMILY SERVICES
PO BOX 380391
DUNCANVILLE TEXAS 751380391

TBCCR SERIES LLC -
SERIES 703
7325 MARIGOLD DR
IRVING TEXAS 750635501

HERNANDEZ LUIS ARMANDO &
ANA ELIZABETH CHAVEZ
2427 REVERE DR
IRVING TEXAS 750616621

DESCUENTO 75% INCORPORATED
915 GEMINI AVE
DUNCANVILLE TEXAS 751372225

LEASING IMPRESSIONS COMMERCIAL
LLC
923 GEMINI AVE
DUNCANVILLE TEXAS 751372225

MITCHELL COMMERICAL INVESTMENTS LLC
1102 LARIAT CIR
RED OAK TEXAS 751545804

MURPHY J I
2500 NORTHVIEW DR
MESQUITE TEXAS 751505310

FIVE SAC SELF-STORAGE CORP
207 E CLARENDON
PHOENIX ARIZONA 850122072

ZELL THREE INC
% NATIONAL AUTO TECH
1190 EXPLORER ST
DUNCANVILLE TEXAS 751373012

TEXAS CUSTOM BAKERS INC
2201 BROADWAY ST
SAN ANTONIO TEXAS 782151135

CD FAMILY REVOCABLE TRUST
2302 WILD TURKEY TRL
ARLINGTON TEXAS 760161952

DESCUENTO 75 PERCENT INC
915 GEMINI AVE STE A
DUNCANVILLE TEXAS 751372225

2021-14 Property Owners within 200'

ATTACHMENT 8

PLANNING AND ZONING COMMISSION
VIRTUAL MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, MAY 24, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, March 24, 2021, at 7:00 p.m. via videoconferencing with the following present:

Planning and Zoning Commission Members:

Greg Zylka	Chairman	Excused absence
Betty Culbreath	Vice-Chairman	
Eric Pena	Commissioner	
Jana McBroom	Commissioner	
George Turner	Commissioner	Excused absence
Elias Rodriguez	Commissioner	
Richard Shaw	Commissioner	

Also present:
Skye Thibodeaux, City Planner
Athena Seaton, Planning Technician

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the Planning and Zoning Commission for the City of Duncanville, Texas will conduct the Planning and Zoning Commission Regular Meeting by video conference at 7:00 pm on Monday, May 24, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email aseaton@duncanville.com and title the email "Public Comment – May 24". All public comments submitted by 4pm on Monday, May 24, 2021 will be provided to the Planning and Zoning commissioners and entered into the record for the May 24, 2021 Planning and Zoning Commission Regular Meeting.

When: May 24, 2021 07:00 PM Central Time (US and Canada)
Topic: Planning and Zoning Commission Meeting

Register in advance for this webinar:

Unapproved

https://us02web.zoom.us/webinar/register/WN_U4yaAgjBTeS2vpRFDVJ7fA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

The meeting convened via videoconferencing and was called to order at 7:02 p.m. by Vice-Chairman Culbreath.

Item No. 1 – Receive Public Comments
Due to recent changes in state legislation, public comments have been added to the agendas of all boards and commissions subject to the Open Meetings Act, with time allocated at the beginning of each meeting. Comments are limited to two minutes per speaker.

No comments were received.

Item No. 2 – Approval of meeting minutes for the regular meeting on April 12, 2021

Commissioner McBroom made a motion as seconded by Commissioner Rodriguez to approve the minutes. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 3 – Consider a request (2021-11) for approval of a final plat by Grayson Ceballos, applicant, representing Marco Antonio Salas Chavez and Magdalena Ortiz Vasques, owners, to plat a portion out of the J.H. Spruce Survey, Abstract No. 1297, City of Duncanville, Dallas County, Texas, approximately 0.474 acre, more commonly known as 507 Hustead Street. The purpose of the final plat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the plat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 4 – Conduct a public hearing (2021-03) and consider approval of a replat request by David Hall, Owner to replat Duncanville Industrial District Third Installment Revised, Block B, Lot 1, City of Duncanville, Dallas County, Texas, approximately 1.16 acre, more commonly known as 810 Mercury Avenue. The purpose of the replat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Unapproved

Public hearing opened at 7:12 pm.

No comments were presented.

Commissioner McBroom made a motion to close the public hearing at 7:13 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 5
Conduct a public hearing (2021-12) and consider approval of a replat request of Bryan Connally, applicant, representing Donald and Lorrie Goodnight, owners of 906 Wren Circle, and Aurelia Molina, owner of 910 Wren Circle, to replat the following described property: Fairmeadows No. 9 Revised, Block U, Lots 36R & 37R, City of Duncanville, Dallas County, Texas, approximately 0.407 acres, more commonly known as 906 and 910 Wren Circle. The purpose of the replat is to modify the shared lot line between the two lots.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Public hearing opened at 7:18 pm.

No comments were presented.

Commissioner Pena made a motion to close the public hearing at 7:19 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 6
Conduct a public hearing (2021-13) for consideration and action regarding the request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Unapproved

Public hearing opened at 7:26 pm.

Brandon Hollier, with Palio Partners, (8235 N Central Expressway, Suite 1313, Dallas, TX 75206) addressed the Board regarding the history of the property.

Brandon McGhee, partner (6205 Brookhill Dr, Houston, TX 77087) presented the menu and information regarding the business model.

Commissioner Pena made a motion to close the public hearing at 7:35 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP with staff's proposed conditions. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 7
Conduct a public hearing (2021-14) for consideration and action regarding the request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 7:56 pm.

Jarrett Adams, applicant (703 Big Stone Gap, Suite A & B, Duncanville, TX 75138) clarified business location and use.

Commissioner McBroom made a motion to close the public hearing at 7:59 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Discussion regarding parking and signage were addressed.

Commissioner Pena made a motion, seconded by Commissioner Rodriguez to approve the SUP with the conditions proposed by staff. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 8
Conduct a public hearing (2021-15) for consideration and action regarding the request of Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, requesting a Specific Use Permit

Unapproved

"SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 8:05 pm.

Jenissa Rice, applicant (39670 LBJ Freeway, Dallas, TX 75237) presented background on the owner. Prospective owner is relocating his existing business in Duncanville to this location.

Commissioner Pena made a motion to close the public hearing at 8:07 pm, with motion seconded by Commissioner McBroom. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP per the conditions proposed by staff with an additional condition that the SUP be reconsidered for approval upon a future change of ownership. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 9 – Discuss Planning Calendar

Skye Thibodeaux and the Commission discussed initiating in person meetings beginning June 28th. June 14th meeting is cancelled due to no business. All expiring board members should have received a notice from the City Secretary. Applications are due June 11th.

Item No. 10 – Adjourn
Being no further business, the meeting adjourned at 8:14 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Vice-Chairman

Unapproved

ORDINANCE NO. 2402

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING COMMERCIAL DISTRICT "C" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR AUTO REPAIR AND SERVICES, MAJOR ON DUNCANVILLE INDUSTRIAL DISTRICT 6TH INSTALLMENT, BLOCK G, LOT 48, APPROXIMATELY 0.5358 ACRE, MORE COMMONLY KNOWN AS 703 BIG STONE GAP ROAD, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Commercial "C" District zoning to grant a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Industrial District 6th Installment, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and subject to the following additional special conditions:

1. Screening for outside storage shall be in conformance with Section 4.07.C.6 (Outside Storage Screening) of the Zoning Ordinance.

2. Non-conforming parking spaces shall be removed.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.5358-acre lot, tract, or parcel of land recorded as Block G, Lot 48, Duncanville Industrial District 6th Installment, Duncanville, Dallas County, Texas, more commonly known as 703 Big Stone Gap Road.

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Conduct a Public Hearing (2021-15) for consideration and action regarding the request of Jenissa Rice, Applicant, representing Cedar Hill Holding LLC., Owner, requesting a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

- **2. Create high quality neighborhoods and parks**
  - **Goal 2: Maximize city and community resources to improve quality of life in a sustainable manner.**

STAFF RESPONSIBLE:
Skye Thibodeaux, AICP, City Planner
Bryan G. Ramey II, P.E., Public Works Director

BACKGROUND/HISTORY:
Comprehensive Plan
The subject property is located within Opportunity Area No. 1 as shown on the Future Land Use Map of the Comprehensive Plan. The Plan recognizes that “remaining interstate frontage is limited” and provides a strategic goal to “identify nonconforming properties and work with property owners to relocate or bring the property into conformance”. This request involves a nonconforming property that has made site improvements (new concrete parking lot). The proposed use of this property is an intermediate use until the property achieves conformance with the vision of Opportunity Area No. 1.

Project Scope
The applicant is seeking approval to allow for the use of Bus and Truck Storage and Rental at the subject property. The site has been vacant for some time and the owner has recently constructed a concrete parking lot and partial maneuvering area in order to work towards meeting relative standards.

The proposed business is intended to provide minor automotive repair and services and U-Haul storage and rental on the subject property. Additionally, a courtesy off-site vehicle hauling service is intended to be provided. However, this activity will not be performed according to the use definition of the Zoning Ordinance as no vehicles being serviced will be brought back to the subject property for storage. Any vehicle utilized to perform the courtesy off-site vehicle hauling service will be stored on site in a screened, outside storage area.

Parking
The Zoning Ordinance requires one (1) off-street parking space for each 375 square feet of minor auto repair floor area and one (1) off-street parking space for each 1,000 square feet floor area for truck rental. The required parking based on the floorplan exhibit is four (4) spaces for the 1,435 square feet of minor auto repair and services and two (2) spaces for the truck rental and storage use totaling six (6) required spaces.

Building Design and Improvements
There are no proposed building or site improvements associated with this request.

Landscaping and Screening
Screening of outside storage is proposed to be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance. There are no landscaping improvements associated with this request.

Signage
The site must comply with Chapter 16A Sign Guidelines of the Code of Ordinances regarding attached and freestanding signage.

Surrounding Land Use
The subject property is surrounded on the north, south, and west sides by various existing commercial uses within the Commercial "C" District. To the east, across US Highway 67, are additional existing commercial uses within the General Office/Retail zoning district.

Zoning and Land Use
Section 6.05. (Specific Use Permits) of the Zoning Ordinance, states the in considering an application for a SUP, the Planning and Zoning Commission and the City Council shall consider that the proposed use is:

- consistent and compatible with the adjacent land use and zoning.
- consistent with the architecture and characteristics of the adjacent properties.
- may promote innovative use of modern development concepts, without having an adverse impact on adjacent properties.
- consistent with the goals and objectives of the City of Duncanville.
- an enhancement or improvement beyond the minimum standards set forth by the Zoning Ordinance.
- will not be detrimental to the general health, safety, and welfare of the community.
- would stabilize and improve property values within the City of Duncanville.
- would protect and enhance the city's attractiveness to residents, businesses, tourists, and visitors.
- would strengthen and help diversify the economy of the City of Duncanville.

Planning and Zoning Commission
After discussion, a motion was made to recommend approval of the request to the City Council with the following conditions of the Specific Use Permit:

1. Screening for outside storage shall be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance.
2. Any on-site, outside storage of towed vehicles associated with the use of Hauling is prohibited.

3. In the event the business associated with this SUP changes ownership, this SUP shall be reconsidered by the Planning & Zoning Commission and City Council.

POLICY EXPLANATION:
Following discussion, the Planning & Zoning Commission voted 5-0 in favor of the request with two commissioners absent, per the attached minutes (Attachment 8).

Twelve (12) notices were sent out for this public hearing. As of this writing, no letters have been received regarding this request.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
The Planning & Zoning Commission recommended approval of the Specific Use Permit "SUP" request to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 Hwy 67, Duncanville, Dallas County, Texas, subject to the following conditions:

1. Screening for outside storage shall be in conformance with Section 4.07.C.6.(Outside Storage Screening) of the Zoning Ordinance.
2. Any on-site, outside storage of towed vehicles associated with the use of Hauling is prohibited.
3. In the event the business associated with this SUP changes ownership, this SUP shall be reconsidered by the Planning & Zoning Commission and City Council.

ATTACHMENTS:
Attachment 1 - Legal Advertisement for Public Hearing
Attachment 2 - Maps of Area of Zoning Request
Attachment 3 - Letter from Applicant
Attachment 4 - Site Plan
Attachment 5 - Floor Plan
Attachment 6 - Letter to Property Owners within 200' of Zoning Request
Attachment 7 - List of Property Owners within 200' Buffer
Attachment 8 - Unapproved May 24, 2021 P&Z Minutes
Attachment 9 - Ordinance No. - 2403 - SUP - Bus Truck Rental and Hauling - 617 E HWY 67

ATTACHMENT 1

Advertise 1 time - By May 7

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ZONING FILE #2021-15

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas, to hear a request of Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, requesting a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville Dallas County, Texas.

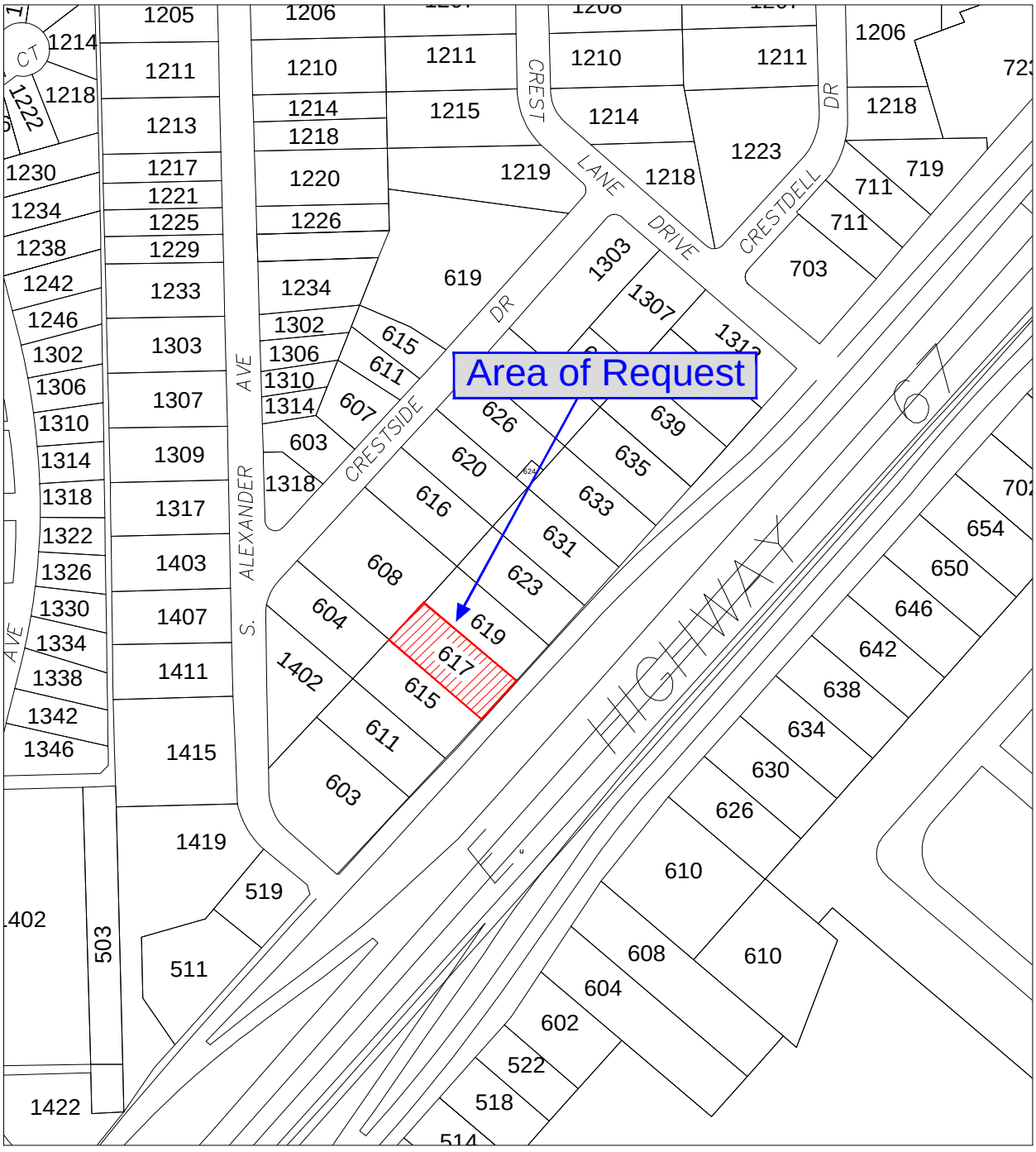
The City Council of the City of Duncanville will hold a public hearing on Tuesday, June 15, 2021, at 7:00 p.m. in the Council Chambers, City Hall, 203 E. Wheatland Road, Duncanville, Texas to consider the recommendations of the Planning and Zoning Commission regarding this request.

As an interested citizen, you may submit public comments to either the City Secretary or to Skye Thibodeaux, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position.

CITY OF DUNCANVILLE
Kristin Downs
City Secretary

Skye Thibodeaux
Secretary, Planning and Zoning Commission

ATTACHMENT 2

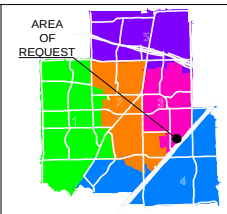


Proposed Zoning Change

Case # 2021-15

Area of Request

617 E. Highway 67



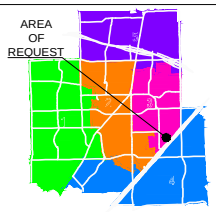
Duncanville
City of Champions

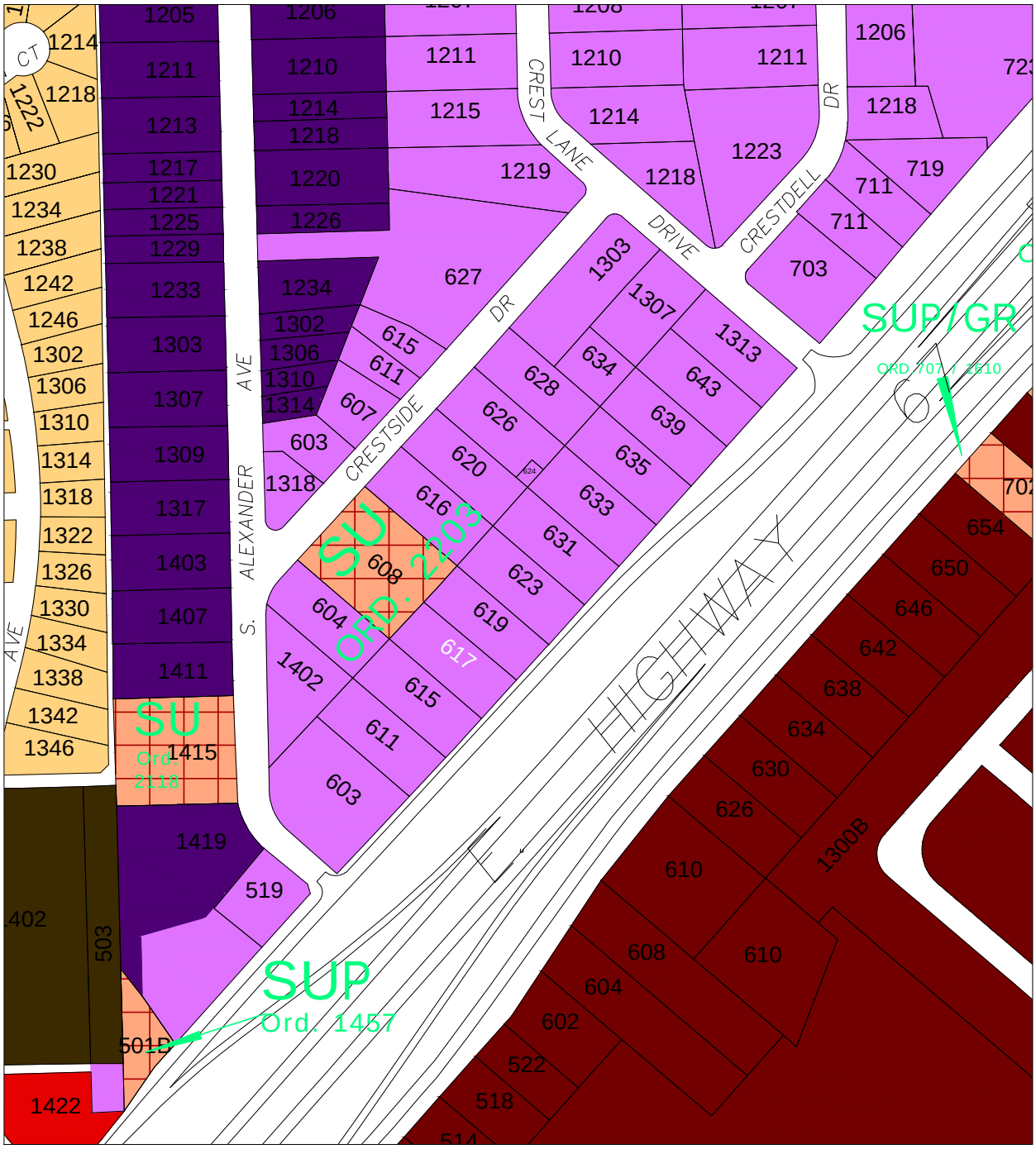
Proposed Zoning Change

Case # 2021-15

Aerial Location

617 E. Highway 67





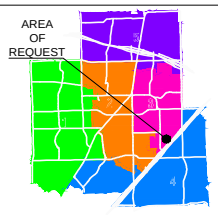
Duncanville
City of Champions

Proposed Zoning Change

Case # 2021-15

Current Zoning Area

617 E. Highway 67

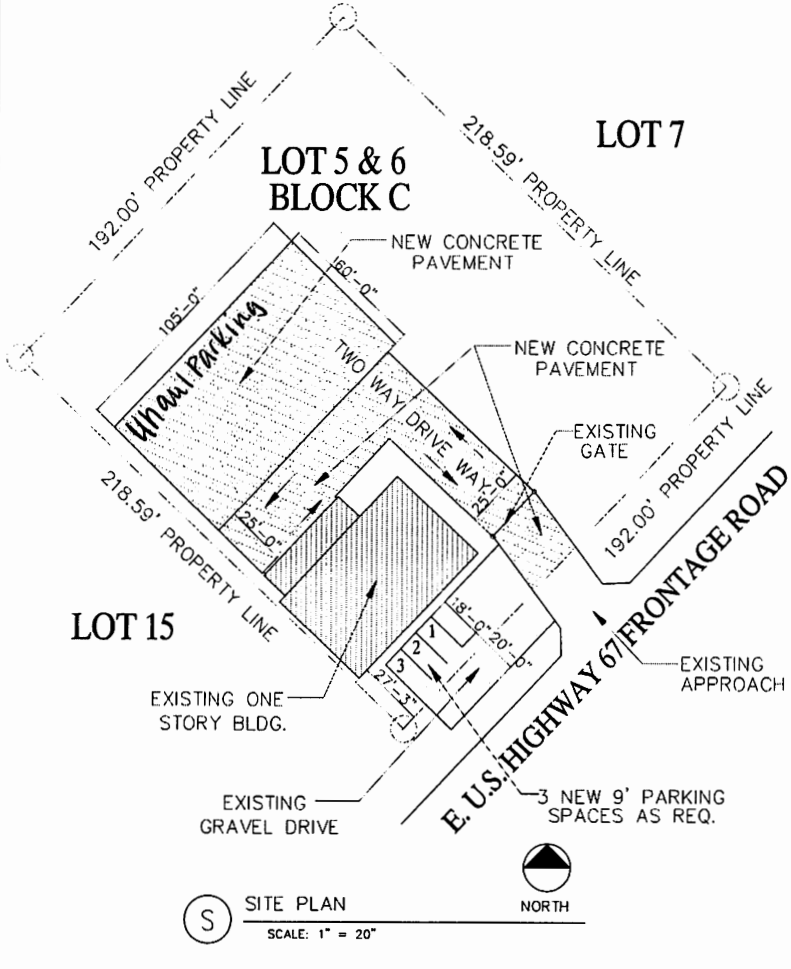


ATTACHMENT 3

Detailed Description of Proposed Operation

Business will provide automotive repair, consent only towing-no storage, and Uhaul Rentals 26Ft or less to the general public.

They will operate 7 days per week.



GENERAL NOTES

1. THE DRAWINGS AND SPECIFICATIONS DESCRIBING THE COMPLETE PROJECT IS TO BE CONSTRUCTED MAY DO NOT DESCRIBE EACH CONDITION. THE GENERAL CONTRACTOR IS REQUIRED TO BE THOROUGHLY FAMILIAR WITH THE PROJECT AND CONTRACT DOCUMENTS AND IS REQUIRED TO NOTE ANY DISCREPANCIES OR OMISSIONS OF STANDARD CONSTRUCTION PRACTICES IN THE DRAWINGS, SPECIFICATIONS, SITE, EXISTING CONSTRUCTION, UTILITIES, AND LOCAL REGIONAL CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF ANY CONSTRUCTION DEFICIENCIES. FAILURE TO DO SO SHALL PLACE THE BURDEN OF ANY ADDITIONAL COSTS, BECAUSE OF SUCH DEFICIENCIES OR OMISSIONS, UPON THE GENERAL CONTRACTOR. ADDITIONAL WORK REQUIRED BY THE OWNER OR OWNER'S AGENT THE START OF CONSTRUCTION SHALL NOT BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

2. RESPONSIBILITY OF COORDINATION: EACH CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HIS WORK OF EVERY DESCRIPTION AND IN CONNECTION WITH HIS CONTRACT. HE SHALL SPECIFICALLY AND CAREFULLY EXAMINE AND SHALL BE HELD TO KNOWLEDGE ALL SHOP DRAWINGS BY HIMSELF OR HIS SUBCONTRACTORS CAUSE TO PROPERTY OR REMOVAL OF PROPERTY DAMAGED DUE TO FAILURE RESULTING FROM ANY ACTION OF OPERATION UNDER THE CONTRACT OR IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER EXECUTION OF A SAFE, CLEAN AND TRAFFICABLE FIELD OF WORK IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS AND ANY SUBSEQUENT WORK MAY BE REQUIRED DURING THE TIME OF GRADING.

3. THE GENERAL CONTRACTOR SHALL VERIFY SIZE, LOCATION AND CHARACTERISTICS OF ALL WORK AND EQUIPMENT FURNISHED BY THE OWNER OR OTHERS, AND THE MANUFACTURER OR SUPPLIER PRIOR TO THE START OF RELATED WORK.

4. ALL SUBSTITUTIONS REQUESTED BY THE GENERAL CONTRACTOR MUST BE APPROVED BY THE OWNER PRIOR TO INSTALLATION.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE DONE TO OWNER'S PROPERTY BY PERSONS IN HIS EMPLOY OR IN THE EMPLOY OF HIS SUBCONTRACTORS.

6. THE GENERAL CONTRACTOR SHALL KEEP ONE (1) SET OF PLANS AT THE JOBSITE FOR THE SPECIFIC PURPOSE OF RECORDING AS-BUILT CONSTRUCTION CONDITIONS. SUCH "PROJECT RECORD" DOCUMENTS SHALL BE PROVIDED TO THE OWNER UPON THE COMPLETION OF THE PROJECT.

7. THE GENERAL CONTRACTOR SHALL KEEP THAT ALL CONSTRUCTIONS RETAINS COMPLETE SETS OF WORKING DRAWINGS OF ASSUME FULL RESPONSIBILITY FOR COORDINATION.

8. CONTRACTOR SHALL COMPLETE ALL WORK IN A NEAT AND WORKMANLIKE MANNER, IN COMPLIANCE WITH ALL STATE, NATIONAL OR LOCAL CODES, AND SECURE THE NECESSARY PERMITS AND "GIVEN TAXES".

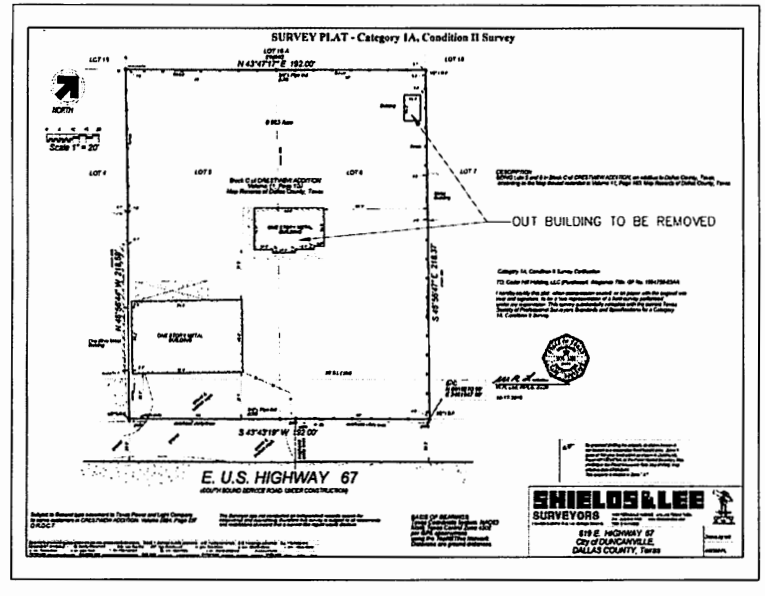
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY ELECTRICAL SERVICE, WATER, TELEPHONE SERVICE, AND TOILET FACILITIES AS REQUIRED DURING CONSTRUCTION.

10. THE CONTRACTOR SHALL MAINTAIN THE PREMISES IN A CLEAN AND ORDERLY FASHION DURING THE ENTIRE CONSTRUCTION PERIOD, REMOVING ALL TRASH AND DEBRIS ON A REGULAR BASIS.

11. THE GENERAL CONTRACTOR SHALL INSTRUCT THE OWNER WITH ALL REQUIRED OPERATION, MAINTENANCE, AND WARRANTY INFORMATION AT THE COMPLETION OF THE PROJECT.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION, AND WORK WITH THE HOME OWNER SCHEDULE CONTRACTS TO PROVIDE THE PROPER INSTALLATION AND OPERATION OF SYSTEMS AND EQUIPMENT FURNISHED AND INSTALLED UNDER SEPARATE CONTRACTS.

13. CONTRACTOR SHALL SUBMIT TO OWNER SHOP DRAWINGS, DETAILED SECTIONS, CUT SHEETS, AND SAMPLES FOR REVIEW.



S.1 SURVEY
NO SCALE

AUTO LIQUIDATORS
617 HWY. 67
DUNCANVILLE, TEXAS

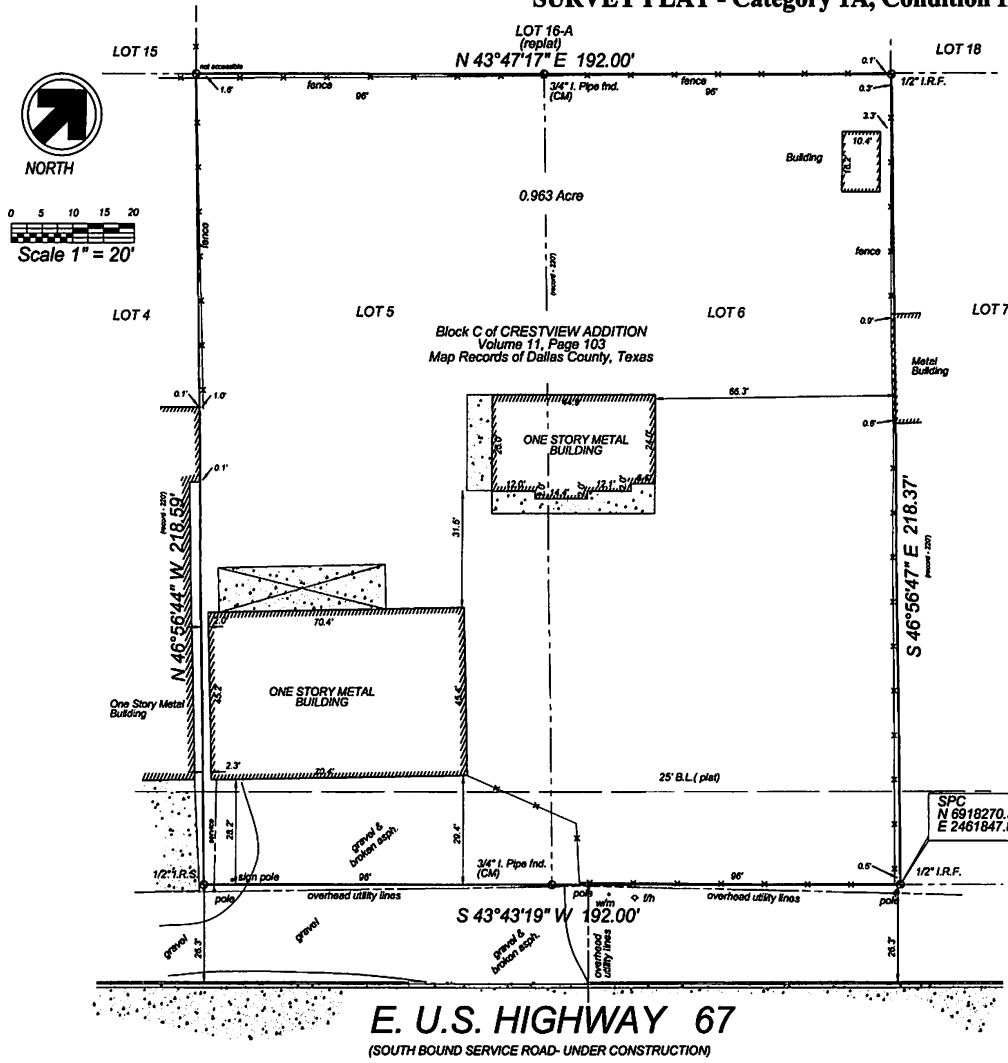
RICHIE CONSTRUCTION
CONTACT: TERRY RICHIE
214-606-3027

ISSUE DATE: 02-24-21

BASE PLAN #

SHEET NO: S1

SURVEY PLAT - Category 1A, Condition II Survey



DESCRIPTION
BEING Lots 5 and 6 in Block C of CRESTVIEW ADDITION, an addition to Dallas County, Texas, according to the Map thereof recorded in Volume 11, Page 103, Map Records of Dallas County, Texas

Category 1A, Condition II Survey Certfication:

TO: Cedar Hill Holding, LLC (Purchaser), Alegiance Title, GF No. 1994750-03AA.

I hereby certify this plat, when compression sealed, or on paper with the original wet seal and signature, to be a true representation of a field survey performed under my supervision. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey.

W.R. Lee, RPLS, 2038

10-17-2019

By graphical plotting the property as shown hereon is not located in a designated flood hazard area, Zone A (area of 100 year flood plain) as shown in Community Panel 48113C0470K, of the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM), map effective date 07/07/2014
This property is located in Zone "X".

Subject to General type easement to Texas Power and Light Company to serve customers in CRESTVIEW ADDITION, Volume 2824, Page 257 D.R.D.C.T.

The Surveyor has not conducted an independent records search for easements and restrictions, therefore this survey is subject to all easements and restrictions of record that a current title report would disclose.

BASIS OF BEARINGS:
Texas Coordinate System, NAD83 North Texas Central Zone 4202 per GPS observations using the TopNETlive Network. Distances are ground distances.

Easements and Building Lines shown are per plat, unless otherwise shown. D.U.E. = drainage & utility easement U.E. = utility easement D.E. = drainage easement B.L. = building line
LEGEND OF SYMBOLS: Survey Monument; IPCF - Iron Rod Set; IRF - Iron Rod Found; gm - Gas Meter; em - Electric Meter; wm - Water Meter; pp - Power Pole; lp - Light Pole; fh - Fire Hydrant; mh - Man Hole; ss - Sewer Cleanout; Easement Line; Fence Line; Boundary Line; Strip. Line; Center Line; Utility Line

SHIELDS & LEE
SURVEYORS
1421 FERNDALE AVENUE DALLAS TEXAS 75224
PH: (214) 942-8496 www.shieldsandlee.com
TBPLS 10017000

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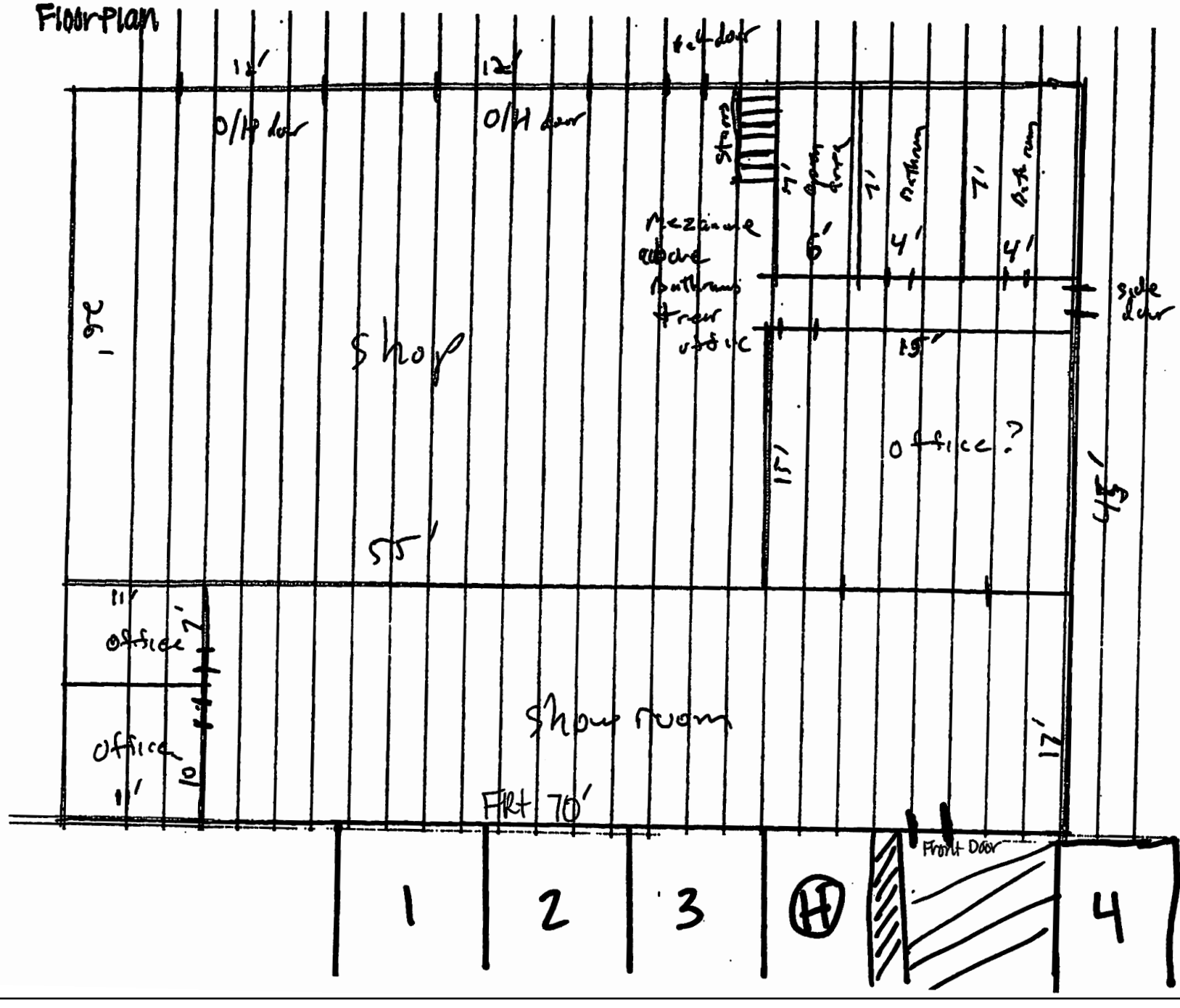
619 E. HIGHWAY 67
City of DUNCANVILLE,
DALLAS COUNTY, Texas

Drawn by wrl
X42353 FL


Floorplan
12'
12'
O/H door
O/H door
4.4 door
Storage
7'
open area
7'
bathroom
7'
bathroom
Mezzanine above bathroom
6'
4'
4'
side door
15'
office
Shop
26'
55'
15'
office ?
45'
11'
office 2'
office
10'
11'
Showroom
17'
Flrt 70'
Front Door
1
2
3
H
4

ATTACHMENT 6

City of Duncanville Planning Division
Public Works Department
203 E. Wheatland Road
P. O. Box 380280
Duncanville, TX 75138-0280
(p) 972-707-3871; (f) 972-780-6426
(e) sthibodeaux@duncanville.com

May 7, 2021

Zoning File: 2021-15

Dear Property Owner:

Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, is requesting a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas.

Your property is NOT being rezoned. You have been sent this notice because you are within the required 200-foot notification area of property that is being considered for rezoning for this particular public hearing. Please refer to the enclosed map that indicates which property is being rezoned.

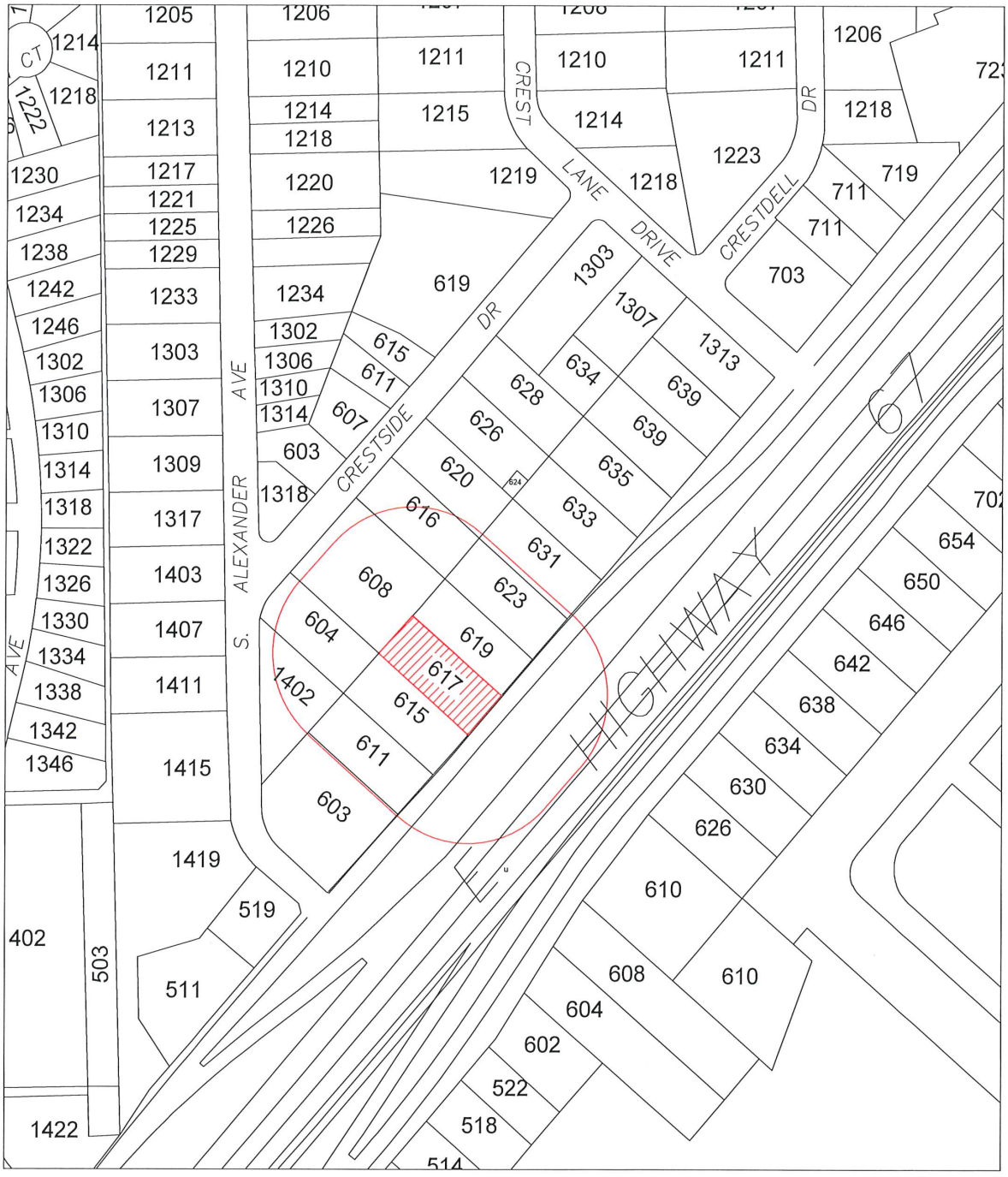
A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change. If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

As an interested citizen, you may submit public comments to either the City Secretary or to myself, Secretary of the Planning and Zoning Commission, P.O. Box 380280, Duncanville, Texas, 75138-0280 or email sthibodeaux@duncanville.com stating your position. You are encouraged to participate in the public hearing and offer comments.

Sincerely,

Skye Thibodeaux
Secretary, Planning and Zoning Commission

Enclosure



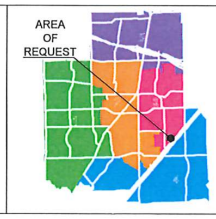
Duncanville
City of Champions

Proposed Zoning Change

Case # 2021-15

200 Foot Buffer

617 E. Highway 67



The following form may be filled out and mailed to:

Planning and Zoning Commission
City of Duncanville
Attn: Public Works Department
P.O. Box 380280
Duncanville, TX 75138-0280

Case No. 2021-15 Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, is requesting a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Rental on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas. This is the first of two public hearings that have been scheduled to receive further input on the requested zoning change.

You have been sent this notice since your property is within the 200-foot notification area of the property being requested for a zoning change. **Your property is not being rezoned.**

A public hearing will be held before the Planning & Zoning Commission on Monday, May 24, 2021, at 7:00 p.m., in a virtual conference and before the City Council on Tuesday, June 15, 2021, at 7:00 p.m., in the Council Chambers, City Hall, 203 E. Wheatland Road. Public hearings are held to allow interested persons the opportunity to state their opinion directly to the Planning & Zoning Commission either for or against the proposed zoning change.

If you oppose the zoning change, however, the attached survey must be completed and returned by June 9, 2021, to fulfill legal requirements for a written formal protest.

Please check one:

_____ ***In favor*** *of granting the zoning request.*

_____ ***Not in favor*** *of granting the zoning request.*

My reasons are as follows:

1).

2).

3).

Printed Name: _____ Address: _____

Signature: _____ Date: _____

ATTACHMENT 7

HZRK LLC
11147 HARRY HINES BLVD
DALLAS TEXAS 752294604
607 E S G ALEXANDER FWY

ISSA JAMAL
919 BENTLE BRANCH LN
CEDAR HILL TEXAS 751041812
611 E US HWY 67

CONTRERAS EFRAIN & MARIA D PAREDES
615 E HIGHWAY 67
DUNCANVILLE TEXAS 751373409
615 E S G ALEXANDER FWY

CEDAR HILL HOLDING LLC
36970 LBJ FREEWAY
DALLAS TEXAS 752370000
617 E US HWY 67

CEDAR HILL HOLDING LLC
36970 LBJ FREEWAY
DALLAS TEXAS 752370000
617 E S G ALEXANDER FWY

TODD DALE D
702 TYLER CT
DUNCANVILLE TEXAS 751372626
623 E S G ALEXANDER FWY

RAMIREZ MARTIN & MARIA
306 WILLOWBROOK DR
DUNCANVILLE TEXAS 751164512
631 E S G ALEXANDER FWY

DOUGHERTY SUSAN MARTIN % TINA GORDON
303 OMAHA LN
DUNCANVILLE TEXAS 751162125
1402 S ALEXANDER AVE

DOG TRAINING CLUB DALLAS COUNTY INC
PO BOX 380104
DUNCANVILLE TEXAS 751380104
604 CRESTSIDE DR

BROWN LIVING TRUST THE % ROBERT & GINA BROWN
2106 SANDSTONE CT
MANSFIELD TEXAS 760635054
616 CRESTSIDE DR

JAMA PPTIES LLC
518 N BRITAIN RD
IRVING TEXAS 750617608
620 CRESTSIDE DR

AYISHA LLC
608 CRESTSIDE DR
DUNCANVILLE TEXAS 751373404
608 CRESTSIDE DR

2021-15 Owners within 200' of property

ATTACHMENT 8

PLANNING AND ZONING COMMISSION
VIRTUAL MEETING
CITY HALL
203 E WHEATLAND ROAD
MONDAY, MAY 24, 2021 @ 7:00 P.M.

A meeting for the Planning and Zoning Commission was held on Monday, March 24, 2021, at 7:00 p.m. via videoconferencing with the following present:

Planning and Zoning Commission Members:

Greg Zylka	Chairman	Excused absence
Betty Culbreath	Vice-Chairman	
Eric Pena	Commissioner	
Jana McBroom	Commissioner	
George Turner	Commissioner	Excused absence
Elias Rodriguez	Commissioner	
Richard Shaw	Commissioner	

Also present:
Skye Thibodeaux, City Planner
Athena Seaton, Planning Technician

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, the Planning and Zoning Commission for the City of Duncanville, Texas will conduct the Planning and Zoning Commission Regular Meeting by video conference at 7:00 pm on Monday, May 24, 2021, in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID19) pandemic.

This is an open meeting conducted by video conference. There will be no public access to a physical location.

To submit public comments, email aseaton@duncanville.com and title the email "Public Comment – May 24". All public comments submitted by 4pm on Monday, May 24, 2021 will be provided to the Planning and Zoning commissioners and entered into the record for the May 24, 2021 Planning and Zoning Commission Regular Meeting.

When: May 24, 2021 07:00 PM Central Time (US and Canada)
Topic: Planning and Zoning Commission Meeting

Register in advance for this webinar:

Unapproved

https://us02web.zoom.us/webinar/register/WN_U4yaAgjBTeS2vpRFDVJ7fA

After registering, you will receive a confirmation email containing information about joining the webinar. The registration email will provide you with a telephone number to call in if needed.

A recording of the meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

The meeting convened via videoconferencing and was called to order at 7:02 p.m. by Vice-Chairman Culbreath.

Item No. 1 – Receive Public Comments
Due to recent changes in state legislation, public comments have been added to the agendas of all boards and commissions subject to the Open Meetings Act, with time allocated at the beginning of each meeting. Comments are limited to two minutes per speaker.

No comments were received.

Item No. 2 – Approval of meeting minutes for the regular meeting on April 12, 2021

Commissioner McBroom made a motion as seconded by Commissioner Rodriguez to approve the minutes. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 3 – Consider a request (2021-11) for approval of a final plat by Grayson Ceballos, applicant, representing Marco Antonio Salas Chavez and Magdalena Ortiz Vasques, owners, to plat a portion out of the J.H. Spruce Survey, Abstract No. 1297, City of Duncanville, Dallas County, Texas, approximately 0.474 acre, more commonly known as 507 Hustead Street. The purpose of the final plat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the plat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 4 – Conduct a public hearing (2021-03) and consider approval of a replat request by David Hall, Owner to replat Duncanville Industrial District Third Installment Revised, Block B, Lot 1, City of Duncanville, Dallas County, Texas, approximately 1.16 acre, more commonly known as 810 Mercury Avenue. The purpose of the replat is to create an official lot of record.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Unapproved

Public hearing opened at 7:12 pm.

No comments were presented.

Commissioner McBroom made a motion to close the public hearing at 7:13 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 5

Conduct a public hearing (2021-12) and consider approval of a replat request of Bryan Connally, applicant, representing Donald and Lorrie Goodnight, owners of 906 Wren Circle, and Aurelia Molina, owner of 910 Wren Circle, to replat the following described property: Fairmeadows No. 9 Revised, Block U, Lots 36R & 37R, City of Duncanville, Dallas County, Texas, approximately 0.407 acres, more commonly known as 906 and 910 Wren Circle. The purpose of the replat is to modify the shared lot line between the two lots.

Skye Thibodeaux presented background information regarding the plat of the property.
No comments or discussion from Board were addressed.

Public hearing opened at 7:18 pm.

No comments were presented.

Commissioner Pena made a motion to close the public hearing at 7:19 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner McBroom made a motion, seconded by Commissioner Pena to approve the replat. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 6

Conduct a public hearing (2021-13) for consideration and action regarding the request of James McGhee, applicant, representing Brandon Hollier, owner of Palio Partners Duncanville I, LLC, to include a Specific Use Permit "SUP" to allow for a Drive-Thru on Duncanville Estates 1, Block A, Lot 16, approximately 0.7799 acre, more commonly known as 103 N Cedar Ridge Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Unapproved

Public hearing opened at 7:26 pm.

Brandon Hollier, with Palio Partners, (8235 N Central Expressway, Suite 1313, Dallas, TX 75206) addressed the Board regarding the history of the property.

Brandon McGhee, partner (6205 Brookhill Dr, Houston, TX 77087) presented the menu and information regarding the business model.

Commissioner Pena made a motion to close the public hearing at 7:35 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP with staff's proposed conditions. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 7
Conduct a public hearing (2021-14) for consideration and action regarding the request of Jarrett Adams, applicant, representing Tom Rockwell, owner of CNCS Properties, LLC, to include a Specific Use Permit "SUP" to allow for Auto Repair and Services, Major on Duncanville Ind District 6th Inst, Block G, Lot 48, approximately 0.5358 acre, more commonly known as 703 Big Stone Gap Road, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 7:56 pm.

Jarrett Adams, applicant (703 Big Stone Gap, Suite A & B, Duncanville, TX 75138) clarified business location and use.

Commissioner McBroom made a motion to close the public hearing at 7:59 pm, with motion seconded by Commissioner Shaw. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Discussion regarding parking and signage were addressed.

Commissioner Pena made a motion, seconded by Commissioner Rodriguez to approve the SUP with the conditions proposed by staff. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 8
Conduct a public hearing (2021-15) for consideration and action regarding the request of Jenissa Rice, applicant, representing Cedar Hill Holding LLC., owner, requesting a Specific Use Permit

Unapproved

"SUP" to allow for Bus and Truck Storage and Rental and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, Duncanville, Dallas County, Texas.

Skye Thibodeaux presented background information regarding the proposed SUP.

Public hearing opened at 8:05 pm.

Jenissa Rice, applicant (39670 LBJ Freeway, Dallas, TX 75237) presented background on the owner. Prospective owner is relocating his existing business in Duncanville to this location.

Commissioner Pena made a motion to close the public hearing at 8:07 pm, with motion seconded by Commissioner McBroom. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

No discussion followed.

Commissioner Rodriguez made a motion, seconded by Commissioner Pena to approve the SUP per the conditions proposed by staff with an additional condition that the SUP be reconsidered for approval upon a future change of ownership. The vote was unanimous 5-0 in favor with Commissioner Turner and Commissioner Zylka absent.

Item No. 9 – Discuss Planning Calendar

Skye Thibodeaux and the Commission discussed initiating in person meetings beginning June 28th. June 14th meeting is cancelled due to no business. All expiring board members should have received a notice from the City Secretary. Applications are due June 11th.

Item No. 10 – Adjourn
Being no further business, the meeting adjourned at 8:14 p.m.

_____ _____

Skye Thibodeaux, Secretary Betty Culbreath, Vice-Chairman

Unapproved

ORDINANCE NO. 2403

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY AMENDING THE EXISTING COMMERCIAL DISTRICT "C" TO GRANT A SPECIFIC USE PERMIT TO ALLOW FOR BUS AND TRUCK STORAGE AND RENTAL AND HAULING ON CRESTVIEW, BLOCK C, LOTS 5 & 6, APPROXIMATELY 0.97 ACRE, MORE COMMONLY KNOWN AS 617 E HIGHWAY 67, DUNCANVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and City Council of the City of Duncanville, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, the City Council is of the opinion and finds that the Comprehensive Zoning Ordinance and Map should be amended as provided herein.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Duncanville, Texas, as heretofore amended, by amending the existing Commercial "C" District zoning to grant a Specific Use Permit "SUP" to allow for Bus and Truck Storage and Hauling on Crestview, Block C, Lots 5 & 6, approximately 0.97 acre, more commonly known as 617 E Hwy 67, in the City of Duncanville, Dallas County, Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Property").

SECTION 2. That the above-described property shall be used and developed only in the manner and for the purposes provided for by the Comprehensive Zoning Ordinance of the City of Duncanville, as heretofore amended, and subject to the following additional special conditions:

1. Screening for outside storage other than towed motor vehicles shall be in conformance with Section 4.07.C.6 (Outside Storage Screening) of the Zoning Ordinance.

2. Any on-site, outside storage of towed motor vehicles associated with the use of

Hauling is prohibited.

3. In the event the business associated with this SUP changes ownership, this SUP shall be reconsidered by the Planning & Zoning Commission and City Council.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 4. That all provisions of the Ordinance of the City of Duncanville in conflict with provisions of this Ordinance be, and same are hereby repealed, and all other provisions of the ordinances of the City of Duncanville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That the above described property shall be used only in the manner and for the purposes provided for in the Comprehensive Zoning Ordinance of the City of Duncanville, as amended herein by the granting of this special use permit.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this Ordinance or of the Comprehensive Zoning Ordinance as amended hereby shall be deemed guilty of a misdemeanor, and subject to the same penalty as provided for in the Comprehensive Zoning Ordinance, and upon conviction shall be punished by fine not to exceed the sum of Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption of said Ordinance, as the law in such cases provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Being all of an approximately 0.97-acre lot, tract, or parcel of land recorded as Block C, Lots 5 & 6, Crestview, Duncanville, Dallas County, Texas, more commonly known as 617 E Hwy 67.

STAFF REPORT

MEETING: City Council - 15 Jun 2021

TITLE:
Consider a Resolution approving the terms and conditions of a renewal lease by and between the City of Duncanville and the Duncanville Community Theatre, a Texas non-profit corporation; providing for terms and conditions of a lease.

FY 2019 CITY COUNCIL ORGANIZATIONAL WORKPLAN:

STAFF RESPONSIBLE:
Agustin Garcia, Director of Economic Development

BACKGROUND/HISTORY:
The Duncanville Community Theatre has leased the city-owned building located at 106 S. Main Street since November 1989. On August 16, 2006, a lease agreement was executed for a period of ten (10) years, with the right to be renewed for two successive additional five (5) year terms. The lease was renewed for an additional 5-year term August 19, 2016 (1st 5 yr. renewal). August 1st of 2021 will be the end of the first of two 5-year renewal options.

If the first five-year renewals had not been approved in August of 2016, the City would have been required to pay $150,000 to the Duncanville Community Theatre. This claw-back provision is due to the requirement the theatre must provide at least $300,000 of capital improvements to the building in the lease signed in August 16, 2006. The Theatre has provided a document that itemizes the list of improvements made to the facility in the amount of $502,240 to satisfy this requirement, and it is attached.

Excerpt per the lease signed August 16, 2016
"This lease will be for a period of ten (10) years (the "Primary Term"). commencing on the effective date hereof and may be renewed for two successive additional five (5) year terms. At the end of the Primary Term, and at the end of the first 5-year additional term, the parties may renew this lease under terms and conditions to be then negotiated. In the event that Lessor refuses to renew the lease without cause at the end of the Primary Term or following the first additional 5-year term, then Lessor shall pay to Lessee the sum of $150,000.00, representing the investment in facilities upgrades to be made to the property by Lessee. Notwithstanding, Lessor may terminate this lease for failure of Lessee to fulfill the conditions set forth in this Lease Agreement. In such event, Lessor shall have no obligation to pay to Lessee the sums set forth in this paragraph. In the event that Lessee fails to make upgrades to the building in at least the sum of $300,000.00, including construction costs, architect and engineer fees, and in-kind services, Lessor may terminate this lease upon 60 days' written notice or may, at Lessor's option, terminate this lease at the end of the Primary Term or at the end of the first 5-year additional term and shall have no obligation to pay to Lessee the sums set forth in this paragraph." The Duncanville Community Theatre has leased the city-owned building located at 106 S. Main Street since November 1989. On August 16, 2006, a lease agreement was executed for a period of ten (10) years,

with the right to be renewed for two successive additional five (5) year terms. The lease was renewed for an additional 5-year term August 19, 2016 (1st 5 yr. renewal). August 1st of 2021 will be the end of the first of two 5-year renewal options.

POLICY EXPLANATION:
The Council has the authority to lease the city-owned building at 106 S. Main Street to the Duncanville Community Theatre. The current lease (1st five-year renewal) expires August 1, 2021. At the conclusion of the first five-year renewal, the lease does provide for the ability to renegotiate the terms of the lease, but the claw-back provision may still be in place. As such, should the Council desire to make changes to the agreement or wish to terminate the lease, Consultation with the city attorney is recommended to determine what effect or exposure the city may incur.

FUNDING SOURCE:
N/A

Contract Log #:
N/A

RECOMMENDATION:
Staff recommends approval of a Resolution approving the terms and conditions of a renewal lease by and between the City of Duncanville and the Duncanville Community Theatre, a Texas non-profit corporation; providing for terms and conditions of a lease.

ATTACHMENTS:
Attachment 1 - Reso 2016-007194B
Attachment 2 - Theatre Improvements
Attachment 3 - Resolution No. - 2016-07194BR - Community Theatre - Renewal Lease

RESOLUTION NO. 2016-07194B

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWAL LEASE BY AND BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY THEATRE, A TEXAS NON-PROFIT CORPORATION; PROVIDING FOR TERMS AND CONDITIONS OF A LEASE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas owns a building at 106 S. Main Street, Duncanville, Texas; and

WHEREAS, the City of Duncanville, Texas has previously leased such building to the Duncanville Community Theatre, a Texas non-profit corporation, for a primary term of ten (10) years; and

WHEREAS, said lease provides for two (2) five-year renewals; and

WHEREAS, the terms and conditions of the previous lease indicated that if the additional five-year term was not provided that the City would pay to the Duncanville Community Theatre the sum of one-hundred fifty thousand dollars ($150,000) representing improvements to the facility made by the corporation; and

WHEREAS, the City Council, after considering future operations of the Dallas Community Theatre and the City of Duncanville, Texas, it is in the best interest of the City to renew the lease at 106 S. Main Street for an additional five-year term.

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

SECTION 1. That the City hereby approves the terms and conditions and does hereby renew the lease dated the 16th day of August 2006, for the building at 106 S. Main Street, Duncanville, Texas, for an additional five-year term, expiring on August 1, 2021; that such renewal will be under the same terms and conditions as the primary lease as set forth in Exhibit "A", which is attached hereto.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Duncanville, Texas, on the 19th day of July, 2016.

David L. Green
DAVID L. GREEN, MAYOR

ATTEST:

Mary Jones
MARY E. JONES, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

LEASE AGREEMENT

STATE OF TEXAS)
)
) KNOW ALL MEN BY THESE PRESENTS:
)
COUNTY OF DALLAS)

THIS LEASE AGREEMENT is made as of the 16 day of August, 2006, by and between the City of Duncanville, Texas, a municipal corporation, hereinafter called "Lessor" and Duncanville Community Theatre, a Texas non-profit corporation, hereinafter called "Lessee."

WITNESSETH

That, in consideration of the covenants herein contained on the part of the Lessee to be kept and performed, Lessor does hereby lease unto Lessee the space in the Lessor's building at 106 S. Main Street, in the City of Duncanville, Dallas County, Texas.

That this lease is made subject to the following terms and conditions, to-wit:

1. This lease will be for a period of ten (10) years (the "Primary Term") commencing on the effective date hereof and may be renewed for two successive additional five (5) year terms. At the end of the Primary Term, and at the end of the first 5-year additional term, the parties may renew this lease under terms and conditions to be then negotiated. In the event that Lessor refuses to renew the lease without cause at the end of the Primary Term or following the first additional 5-year term, then Lessor shall pay to Lessee the sum of $150,000.00, representing the investment in facilities upgrades to be made to the property by Lessee. Notwithstanding, Lessor may terminate this lease for failure of Lessee to fulfill the conditions set forth in this Lease Agreement. In such event, Lessor shall have no obligation to pay to Lessee the sums set forth in this paragraph. In the event that Lessee fails to make upgrades to the building in at least the sum of $300,000.00, including construction costs, architect and engineer fees, and in-kind services, Lessor may terminate this lease upon 60 days' written notice or may, at Lessor's option, terminate this lease at the end of the Primary Term or at the end of the first 5-year additional term and shall have no obligation to pay to Lessee the sums set forth in this paragraph.

2. Lessee will use the space for the purpose of theatrical entertainment and its related activities. The Lessee agrees to make the facility available to other non-

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EXHIBIT
tabbies
A

profit community activities providing they are on a non-interfering basis. In such cases, the Lessee may ask a fee based upon an estimate of the costs incurred in providing such third party access and the Lessor reserves the right to approve any such fee intended.

3. Lessee will pay an annual rental of One Dollar ($1.00), payable in advance. Lessee will pay all utility costs, telephone, and operating costs.

4. Any and all renovations and repairs made to the building shall be made by the Lessee, or its contractor, and shall be approved by the Lessor in advance. Lessor shall maintain the base building. The City Council of the City of Duncanville shall retain final authority to determine if requested maintenance and renovations will be made.

5. The Executive Director of the Duncanville Community Theatre and the Director of Community Services for the City of Duncanville shall be the key operating contacts for day-to-day activities during the term of this lease.

6. Lessor shall provide to Lessee keys to the premises, but Lessor shall retain the right of access to the leased premises upon reasonable notice.

7. Lessee shall provide at its expense all needed furniture and freestanding storage equipment to be used on the leased premises.

8. Lessee agrees to comply with all applicable city, state, and federal laws and regulations.

9. Lessee shall provide, at its own expense, the custodial service needed for the leased premises.

10. All signs used by Lessee must be approved by the City Manager of the City of Duncanville.

11. Lessor shall not be responsible for any loss of goods or materials because of theft, fire, vandalism, flooding, loss of power, or acts of God which Lessee may suffer during its use of leased premises.

12. Lessor may, at its discretion, require Lessee to provide financial audits and activity reports relating to its use of the leased premises.

13. Upon the expiration of this lease, Lessor's premises shall be turned over to Lessor in good condition, normal wear and tear only excepted.

14. In the event Lessee holds over at the expiration of the initial or renewal term of this Lease without the making of a new lease agreement, said holdover shall be on a month-to-month basis only. Lessee agrees said premises have been examined

and agrees that said premises are acceptable for the uses intended in their present condition, and Lessor makes no warranties, either expressed or implied, and Lessor is under no obligation to make any improvements to said leased premises.

EXECUTED in single or multiple originals this 16 day of August, 2006.

LESSOR:

CITY OF DUNCANVILLE

BY: _____
City Manager

LESSEE:

DUNCANVILLE COMMUNITY THEATRE

BY: _____
Executive Director

STATE OF TEXAS)
)
COUNTY OF DALLAS)

LESSOR'S ACKNOWLEDGEMENT

This instrument was acknowledged before me, the undersigned authority, by Kent Cagle, City Manager of the City of Duncanville, Lessor, for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of the City of Duncanville, Texas, a municipal corporation.

_____
Kent Cagle

SWORN TO AND SUBSCRIBED BEFORE ME on this the 16 day of AUGUST, 2006, at Duncanville, Texas.

_____
Notary Public, State of Texas

My Commission Expires:
6/21/07

JEANNE FRALICKS
Notary Public
State of Texas
Comm. Expires 06-21-2007

STATE OF TEXAS)
)
COUNTY OF DALLAS)

LESSEE'S ACKNOWLEDGEMENT

This instrument was acknowledged before me, the undersigned authority, by AMY JACKSON, Executive Director of the Duncanville Community Theatre, Lessee, for the purposes and consideration therein expressed and in the capacity therein stated, and as the act and deed of the Duncanville Community Theatre, a Texas non-profit corporation.

_____
(Signature)

SWORN TO AND SUBSCRIBED BEFORE ME on this the 23 day of AUGUST, 2006, at Duncanville, Texas.

Jeanne Fralicks
Notary Public, State of Texas

My Commission Expires:
6/21/07

JEANNE FRALICKS
Notary Public
State of Texas
Comm. Expires 06-21-2007

6/28/2016

Duncanville Community Theatre

BUILDING RENOVATION PROJECT

COSTS & FUNDING

Item #	Description	Total Est. Value	Paid	
	NOLES CONSTRUCTION BID			
1	Concrete	32,000.00	38,223.16	
2	Electrical	44,000.00	30,148.80	
3	Plumbing	15,000.00	12,425.30	
4	H.V.A.C.	51,000.00	51,515.92	
5	Brick & Block	48,000.00	28,142.47	
6	Paint	8,000.00	7,785.00	
7	Tile & Flooring	14,500.00	4,606.26	
8	Exterior Soffitt and Frame Allowance	30,000.00	29,297.86	
9	Roof and Flashing	42,000.00	16,217.38	
10	Demo and Fill-in	20,000.00	19,308.96	
11	Millwork and Tops	4,000.00	3,725.34	
12	Hand Rails (Front Entry)	3,000.00	1,850.00	
13	Walls	11,500.00	7,765.00	
14	Ceiling (Per Plan)	2,000.00	4,760.00	
15	Doors (Per schedule)	6,000.00	6,236.14	
16	Store Front (Per Plan)	15,000.00	10,820.00	
17	Overhead Sectional (8x8) w/Insulation	600.00	1,131.00	
18	Appliances	0.00	0.00	
19	Stucco	10,000.00	8,662.00	
20	5% Contingency	17,830.00	179.40	
21	10% Construction Management Fee	35,660.00	28,262.07	
	Noles Subtotal:	**410,090.00**	**311,062.06**	
	ARCHITECT/ENGINEER FEES			
1	Jana K. Phillips Architect Fee		17,000.00	
2	GME Consulting (Geo-Tech Survey)		2,206.00	
	Architect/Engineering Total:		**19,206.00**	

6/28/2016

Item #	Description	Total Value	Paid	
	ASBESTOS ABATEMENT			
1	JMA Survey (11/15/06)		958.07	
2	JMA Abatement (2/13/07)		2,605.56	
3	DWW Abatement		15,870.00	
4	DSHS ARU Fees		2,009.00	
	Abatement Total:		**21,442.63**	
	DCT RENOVATION PAYMENTS OTHER THAN LISTED ABOVE			
1	Various Expenses outside GC		17,945.09	
2	Sound, Video & Lighting Equipment		25,077.14	
3	Gutters (entire building)		5,169.00	
4	TDLR Fees		525.00	
5	Donor Plaques (Jaynes)		1,345.00	
6	Signage (South Side)		5,400.00	
7	Office Furniture		1,234.20	
	Total This Section		**56,695.43**	
	Project Total Before Donations:		408,406.12	
	DONATED GOODS & SERVICES			
1	A V Pro, Inc. labor (sound, lights, video)		58,951.00	
2	Landscaping (City of Duncanville)		10,000.00	
3	New Equipment & Furnishings		3,489.00	
4	Plywood for Stage re-surfacing		450.00	
5	Custom Kitchen Cabinets		5,000.00	
6	Custom Mirrors		2,337.68	
7	Various Professional Services		1,115.00	
	Donated Services Total		**81,342.68**	
	Project Total w/Donations		489,748.80	

6/28/2016

	DCT PROJECT FUNDING			
	Renovation Restricted Patron Gifts		63,081.32	
	Meadows Foundation, Inc.		54,000.00	
	City of Duncanville Advance #1		190,000.00	
	DCT Available Funds		62,500.00	
	Morton's Fundraiser		4,450.00	
	City of Duncanville Advance #2		43,520.00	
	Project Funding Total:		417,551.32	
	Less Payments per above:		-408,406.12	
	Balance of Project Available Funds*:		9,145.20	
	ADDITIONAL WORK BY DCT			
	Replace Large HVAC Unit (10/7/15		12,491.20	
	Total Building Costs as of 6/27/16		**502,240.00**	
*Used to offset additional operating costs of larger facility				

RESOLUTION NO. 2016-07194BR

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWAL LEASE BY AND BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE COMMUNITY THEATRE, A TEXAS NON-PROFIT CORPORATION; AUTHORIZING THE MAYOR TO SIGN ANY APPROPRIATE DOCUMENTS; PROVIDING FOR TERMS AND CONDITIONS OF A LEASE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas owns a building at 106 S. Main Street, Duncanville, Texas; and

WHEREAS, the City of Duncanville, Texas has previously leased such building to the Duncanville Community Theatre, a Texas non-profit corporation, for a primary term of ten (10) years; and

WHEREAS, said lease provides for two (2) five-year renewals; and

WHEREAS, the terms and conditions of the previous lease indicated that if the additional five-year term was not provided that the City would pay to the Duncanville Community Theatre the sum of one-hundred fifty thousand dollars ($150,000) representing improvements to the facility made by the corporation; and

WHEREAS, the City Council, after considering future operations of the Dallas Community Theatre and the City of Duncanville, Texas, it is in the best interest of the City to renew the lease at 106 S. Main Street for an additional five-year term and that upon the passage of the Resolution and authorizing of such renewal that the Duncanville Community Theatre district acknowledges the relinquishment of the one-hundred fifty thousand dollar ($150,000) reimbursement payment for improvements made at such facility.

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

SECTION 1. That the City hereby approves the terms and conditions and does hereby renew the lease dated the 16th day of August 2006, for the building at 106 S. Main Street, Duncanville, Texas, for an additional five-year term, expiring on August 1, 2026; that such renewal will be under the same terms and conditions as the primary lease as set forth in Exhibit “A”, which is attached hereto; and the Parties hereby acknowledge and by acceptance of the renewal term, the Duncanville Community Theatre relinquishes its reimbursement from the City of Duncanville, Texas, of one-hundred fifty thousand dollars ($150,000); and, by occupancy under the terms of the renewal lease that any payment

by the City of Duncanville to the Duncanville Community Theatre is hereby forgiven and forbearance is made from enforcement thereof.

SECTION 2. That the Mayor is authorized to execute any appropriate documents to execute this Resolution, after approval as to form by the City Attorney.

SECTION 3. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 15th day of June, 2021.

APPROVED:

_____

Barry L. Gordon, Mayor

ATTEST:

_____

Kristin Downs, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney