



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 1, 2018**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

REGULAR SESSION – 6:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for September 10, 2018 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 15-2018 which adopted the operating budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Director)**
- 3. Discuss and consider approving a Resolution authorizing the Master Fee Schedule and providing an effective date (Finance Director)**

- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, providing for a new street maintenance position and providing an effective date (Finance Director)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the City Manager to enter into a Retention Pay Agreement with full-time Communications Technicians under terms and conditions set forth in the Retention Policy, which is attached hereto and as Exhibit A and is approved herein; providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date (City Manager)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of an amendment to the Economic Development Incentive Agreement with Yolanda Cole d/b/a Shorty's Texas Bar-B-Q, dated April 3, 2018, by providing for the reimbursement of an additional Four Thousand Four Hundred Thirty-Two Dollars and No Cents (\$4,432.00) for plumbing expenditures as set forth in the JNV Plumbing invoice, which is attached hereto and incorporated herein as Attachment A; providing for a repealing clause; providing for severability clause; and providing for an effective date (City Manager)**
- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the Seagoville Economic Development Corporation ("SEDC") and W. Parnell V, LLC, attached as Exhibit "A"; and providing an effective date (City Manager)**
- 8. Discuss and consider declaring a vacancy for Place One (1) on the Keep Seagoville Beautiful Commission and consider a new applicant (City Secretary)**
- 9. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to enter into an agreement with Motorola Solutions for the purchasing of a new P25 Radio Project, for an amount not to exceed One Million Three Hundred Ninety-Three Thousand Five Hundred Ninety-Seven Dollars and No Cents (\$1,393,597.00), providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date (Police Support Services Manager)**
- 10. Direct Staff concerning the scheduling of Council Meetings for the month of November (City Secretary)**
- 11. Discuss sidewalks on Seagoville Road (Mayor Pro Tem Epps)**

12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the Seagoville Economic Development Corporation (“SEDC”) and W. Parnell V, LLC, attached as Exhibit “A”; and providing an effective date (City Manager)

13. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending Chapter 17 of the Code of Ordinances, Division 2. “Parking Regulations on Specific Streets”, by repealing and replacing Subsection 17.04.066 to provide for no parking on both sides of the U.S. Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road; and, from its point of intersection with Simonds Road on the north side, northwest to its point of intersection with the Dallas City Limits; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Community Development)

14. Discuss National Night Out and Seagofest (Chief Calverley)

15. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.

16. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

17. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

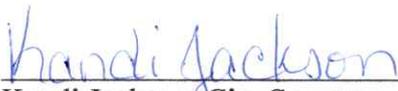
- (A) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.**
- (B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.**
- (C) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney.**
- (D) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary & Director of Administrative Services.**
- (E) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judge.**
- (F) Section 551. 071 Gov't Code: Consultation with Attorney – concerning annexation.**

18. Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

Adjourn

Posted Friday, September 28, 2018 by 5:00 P.M.


Kandi Jackson, City Secretary



As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, October 15, 2018 Joint Meeting with Seagoville Economic Development Corporation**

Consent Session Agenda Item: 1

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for September 10, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for September 10, 2018.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

September 10, 2018 City Council Work Session Meeting minutes
September 10, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 10, 2018**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, September 10, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Fire Chief Todd Gilcrease, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Water Utilities Director Phil DeChant, Police Captain Steve Davis, Police Support Services Manager Christine Wirth, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

B. Reception for Officer Click and Jeremy Gibling

Mayor invited everyone to the foyer for a reception in honor of Officer Click and Jeremy Gibling.

Adjourned at 6:30 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 10, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, September 10, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Police Captain Steve Davis, Police Support Services Christine Wirth, Library Director Liz Gant, Fire Chief Todd Gilcrease, Economic Development Director Don Cole, Water Utilities Director Phil DeChant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Childress.*

Recognition – Officer Click and Jeremy Gibliant – *Police Chief Calverley reviewed the events that earned Officer Click and Jeremy Gibliant the Life Saving Award. He also presented Officer Click the Life Saving Bar and Certificate from the Seagoville Police Department. Mayor Childress presented Officer Click and Jeremy Gibliant the Life Saving Award Plaque.*

Mayor’s Report – *Mayor Childress asked Director of Administrative Services Cindy Brown to announce the upcoming events.*

Director of Administrative Services Cindy Brown stated the Health Fair will be September 26, 2018 and Leadership Seagoville will be every Thursday night beginning October 4, 2018.

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

Carla Jackson at 121 Pheasant Lane, stated she has two concerns. Her first concern is the trucks that park just outside her subdivision. She stated her second concern is the hours for the Library are not convenient for her to help her grandchild complete school assignments. She also stated she would like a TexShare card and would be responsible for her own late fees.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for August 27, 2018 (City Secretary)**
- 2. Approval of City of Seagoville’s Financial Policies for Fiscal Year 2017-2018 (Finance Director)**
- 3. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., MID-TEX Division regarding the company’s 2018 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Resolution to the company and the ACSC’s legal counsel (Director of Administrative Services)**

Motion to approve Consent Agenda as read – Magill, seconded by Epps; motion passed with all ayes. 5/0

REGULAR AGENDA-

- 4. Approval of a Resolution adopting the City of Seagoville’s Investment Policy for fiscal year 2018-2019 (Finance Director)**

Finance Director Harvey stated the Public Funds Investment Act requires annual approval of the Investment Policy. He also stated the Investment Policy provides guidelines for Staff to invest the public’s money.

Motion to approve a Resolution adopting the City of Seagoville’s Investment Policy for fiscal year 2018-2019 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

5. Discuss and consider approval of Resolution No. 38-R-2018 approving the adopted Seagoville Economic Development Corporation budget for fiscal year October 1, 2018 through September 30, 2019 (Finance Director)

Finance Director Harvey stated the Seagoville Economic Development Corporation approved the budget in July and it is coming before Council tonight for approval.

Motion to approve Resolution No. 38-R-2018 approving the adopted Seagoville Economic Development Corporation budget for fiscal year October 1, 2018 through September 30, 2019 – Hernandez, seconded by Fruin; motion passed with all ayes. 5/0

6. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$11,000.00); Seagofest (\$11,000.00); and 4th of July Celebration (\$4,500.00) totaling Twenty-Six Thousand Five Hundred (\$26,500.00) Dollars for the fiscal year October 1, 2018 through September 30, 2019 (Finance Director)

Finance Director Harvey stated the Chamber of Commerce is requesting the Hotel Occupancy Tax Grant Agreements for Mayfest (\$11,000.00), Seagofest (\$11,000.00), and the 4th of July Celebration (\$4,500.00).

Motion to approve three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$11,000.00); Seagofest (\$11,000.00); and 4th of July Celebration (\$4,500.00) totaling Twenty-Six Thousand Five Hundred (\$26,500.00) Dollars for the fiscal year October 1, 2018 through September 30, 2019 – Epps, seconded by Howard; motion passed with all ayes. 5/0

7. Discuss and consider approval of Ordinance No. 15-2018 approving and adopting a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 and providing that expenditures for said fiscal year shall be made in accordance with said budget (Finance Director)

Finance Director Harvey gave an overview of the City's budget for fiscal year October 1, 2018 through September 30, 2019.

Motion to approve Ordinance No. 15-2018 approving and adopting a budget for the City for the fiscal year October 1, 2018 through September 30, 2019 and providing that expenditures for said fiscal year shall be made in accordance with said budget – Hernandez, seconded by Magill. Mayor Childress called for a record vote: Howard – aye, Hernandez – aye, Magill – aye, Fruin – aye, and Epps – aye. Motion passed with all ayes. 5/0

8. Discuss and consider approval of Ordinance No. 16-2018 levying the ad valorem taxes for the fiscal year 2019 at a rate of \$0.743800 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City as of January 1, 2018; to provide revenues for current expenses and interest and sinking fund requirements; providing for due and delinquent dates together with penalties and interest; and declaring an effective date (Finance Director)

Finance Director Harvey explained that the tax rate is set by John Ames and this will allow the City to provide a quality level of service to the community.

Councilmember Hernandez stated “I move that the property tax rate be increased by the adoption of a tax rate of 0.743800, which is effectively a 7.49 percent increase in the tax rate.” Motion was seconded by Magill. Mayor Childress called for a record vote: Hernandez – aye, Howard – aye, Magill – aye, Fruin – aye, and Epps – aye. Motion passed with all ayes. 5/0

9. Discuss and consider approval of Resolution No. 35-R-2018 ratifying the budget for fiscal year 2018-2019 that will require raising more revenues by 11.47% or \$524,043 from property taxes than the previous year and of that amount, \$208,100 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)

Finance Director Harvey stated the law requires Council to ratify the budget after the approval and adoption.

Motion to approve Resolution No. 35-R-2018 ratifying the budget for fiscal year 2018-2019 that will require raising more revenues by 11.47% or \$524,043 from property taxes than the previous year and of that amount, \$208,100 is tax revenue to be raised from new property added to the tax roll this year – Epps, seconded by Howard. Mayor Childress called for a record vote: Hernandez – aye, Howard – aye, Magill – aye, Fruin – aye, and Epps aye. Motion passed with all ayes. 5/0

10. Discuss and Consider a Resolution authorizing the Master Fee Schedule and providing an effective date (Finance Director)

Finance Director Harvey stated the only changes to the Master Fee Schedule is for the Storm Water Drainage Fee.

City Manager Stallings stated there are also fees in the new Animal Control Ordinance, that was adopted earlier this year, for micro chipping and an intact animal.

Motion to approve a Resolution authorizing the Master Fee Schedule and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

11. Conduct a public hearing on a zoning request Z2018-16 to amend the zoning approximately 66± acres of real property located at 1320 Stark Road, formerly addressed as 234 East Stark Road, (also known as Lot 1 Block 1 of the Wolford Subdivision) from a R-2, Residential Single Family, zoning district to a SUP-R2, Residential Single Family with a Special Use Permit for a communication tower (Community Development Director)

Mayor Childress opened the public hearing at 7:41 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:41 p.m.

12. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit for a monopole communications tower to be located on property zoned R-2, Residential Single Family, being approximately 66± acres of real property located at 1320 Stark Road, formerly addressed as 234 East Stark Road, in the City of Seagoville, Dallas County, Texas, and being legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein; providing for the approval of the Tower Lease and Site Plan, which is attached hereto and incorporated herein as Exhibits "C" and "D", respectively; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)

Councilmember Hernandez asked if this is a cell tower. Community Development Director Barr stated T-Mobile requested this cell tower to be constructed at 1600 East Stark Road. He also stated there will be a decorative screening wall installed and the collapse zone will be met.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit for a monopole communications tower to be located on property zoned R-2, Residential Single Family, being approximately 66 ± acres of real property located at 1320 Stark Road, formerly addressed as 234 East Stark Road, in the City of Seagoville, Dallas County, Texas, and being legally described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein; providing for the approval of the Tower Lease and Site Plan, which is attached hereto and incorporated herein as Exhibits "C" and "D", respectively; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0

13. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager as the Authorized Official for grant number 3534901 titled, Radio Interoperability Project, and authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager as the Authorized Official for grant number 3534901 titled, Radio Interoperability Project, and authorizing the submission of the grant application to the Office of the Governor, Criminal Justice Division; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

14. Receive Storm Water Permit update presentation from Olivia Lafond with Halff Associates, Inc.

Olivia Lafond with Halff Associates, Inc. presented the Storm Water Permit Update.

15. Discuss and consider a Resolution of the City of Seagoville, Texas awarding bids for the U.S. Highway 175 Wastewater Main Crossing Replacement Project to Willco Underground in an amount not to exceed Four Hundred Twenty-Four Thousand Three Hundred Ninety-Nine Dollars and No Cents (\$424,399.00); authorizing the City Manager to execute the agreement; and providing an effective date (Water Utilities Director)

Motion to approve a Resolution of the City of Seagoville, Texas awarding bids for the U.S. Highway 175 Wastewater Main Crossing Replacement Project to Willco Underground in an amount not to exceed Four Hundred Twenty-Four Thousand Three Hundred Ninety-Nine Dollars and No Cents (\$424,399.00); authorizing the City Manager to execute the agreement; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 5/0

16. Receive Councilmember Reports/Items of Community Interest – as authorized by Section 551.0415 of the Texas Government Code.

Councilmember Magill stated the reconstruction of Seagoville Road is excellent.

Councilmember Howard seconded Councilmember Magill’s comment concerning Seagoville Road.

17. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

None.

Adjourned at 7:56 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 15-2018 which adopted the operating budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date

BACKGROUND OF ISSUE:

During the FY 2019 budget development process, the General Fund budget property tax revenue estimate was built on an assessed valuation of \$668,000,000. Once the City's certified assessed valuations came in from Dallas and Kaufman counties, we learned that our total assessed valuations was \$683,530,390. This certified valuation yields an additional \$88,000 to the City's General Fund revenue estimate. Staff is recommending utilizing a portion of the proceeds to fund a new Street Maintenance worker position, and fund salary adjustments to selected Public Safety positions. The selected Public Safety positions include staff with more than 5 years' tenure in the Police, Fire and Support Services programs.

FINANCIAL IMPACT:

This initiative is expected to cost \$87,470 in total.

RECOMMENDATION:

Staff recommends approval of the Fiscal Year 2019 budget amendment.

EXHIBITS

Ordinance

ORDINANCE NO. XX-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 15-2018 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the 2018-2019 Operating Budget by Ordinance 15-2018 on September 10, 2018 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

WHEREAS, the Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

WHEREAS, during the FY 2019 budget development process, staff learned that the certified assessed valuations from Dallas and Kaufman counties exceeded budget estimates, creating an additional revenue inflow of \$88,000; and

WHEREAS, the City Manager is submitting the amended budget of expenditures for conducting the affairs of the City for FY 2018-2019; and

WHEREAS, upon full consideration of the matter, Council made such amendments to the adopted budget which in their judgment are warranted and in the best interest of the taxpayer of the City of Seagoville and is proposed as recorded in Section 1, replacing Exhibit A of the Adopted Budget Ordinance 15-2018;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND THE CITY CHARTER:

SECTION 1. That the appropriations for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019 for the operation of different funds and purposes of the City of Seagoville be amended as follows:

	As Previously		
	<u>Adopted</u>	<u>Amendment</u>	<u>Amended</u>
General Fund	\$10,529,653	\$87,470	\$ 10,617,123

SECTION 2. That all provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

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 should 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.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 1st day of October, 2018.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 3

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Discuss and consider a Resolution authorizing the Master Fee Schedule and providing an effective date.

BACKGROUND OF ISSUE:

Currently our fire hydrant meter deposits are \$800.00 for a City issued meter and \$500.00 for a customer supplied meter. Recently a City issued meter was stolen. The cost of a new meter with backflow is \$1,673.53. This means that the current meter deposit requirement does not cover the cost of the replacement meter. Staff would like to change the deposit requirement to \$1,750.00 for a city issued meter. The requirement for a customer supplied meter will remain unchanged at \$500.00. Staff also recommends adding a monthly rental fee of \$100.00 to cover the cost of the annual backflow test (\$200.00), the annual meter calibration test (\$350.00) and to buy more meters.

FINANCIAL IMPACT:

This fee adjustment is designed to cover the City's cost of providing this service for local development.

RECOMMENDATION:

Staff recommends approval

EXHIBITS

Analysis of Other Cities Meter Deposit Requirements
Master Fee Schedule
Resolution

ANALYSIS OF OTHER CITIES

MURPHY

Deposit: \$1500
Water fee: \$100 + \$3/1,000 gallons used
\$500 penalty possible if readings not called in

LANCASTER

Deposit: \$1500
Monthly: \$25
Usage: \$2.75/1,000 gallons

MIDLOTHIAN

Deposit: \$750
Application fee: \$25.00
Weekly Rental: \$100
*damages: swivel connector \$125
Fire hydrant meter \$700
Locking collar \$150
Misc connectors or parts priced as needed
Labor \$45 per hour

*Loss of deposit if any violation occurs.

FORNEY

Deposit: \$400 – customer meter
\$2500 – city meter (\$2000 is refundable)

Read not received by required date \$50 admin fee is charged

GRAND PRAIRIE

Deposit: \$2500
Failure to report readings \$250 service charge + estimated usage charges

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2018-2019
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/17	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/18
PUBLIC WORKS				
WATER				
Standard 3/4" service tap	Short Side Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 1" service tap	Short Side Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,400.00	\$ -	\$ 1,400.00
Standard 2" service tap	Short Side Each	\$ 1,650.00	\$ -	\$ 1,650.00
Over 2"	installed by contractor	\$ -	\$ -	\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost	\$ -	Actual Cost
5/8" X 3/4" water meter	including meter tail, gaskets, installation	\$ 125.00	\$ -	\$ 125.00
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ 250.00	\$ -	\$ 250.00
1" water meter	including meter tail, gaskets, installation	\$ 160.00	\$ -	\$ 160.00
1" radio read water meter	including meter tail, gaskets, installation	\$ 350.00	\$ -	\$ 350.00
1 1/2" water meter	including meter flange, gaskets, installation	\$ 375.00	\$ -	\$ 375.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ 600.00	\$ -	\$ 600.00
2" water meter	including meter flange, gaskets, installation	\$ 500.00	\$ -	\$ 500.00
2" radio read water meter	including meter tail, gaskets, installation	\$ 750.00	\$ -	\$ 750.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -	\$ -	\$ -
Turning on water service	regular hours	\$ 25.00	\$ -	\$ 25.00
Turning on water service	after hours and weekends	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	regular hours	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 100.00	\$ -	\$ 100.00
Reread of meter	requested by customer	\$ 15.00	\$ -	\$ 15.00
Meter calibration check	requested by customer	\$ 100.00	\$ -	\$ 100.00
Meter tampering		\$ 250.00	\$ -	\$ 250.00
Meter reset	due to tampering	\$ 50.00	\$ -	\$ 50.00
Lock replacement	due to tampering	\$ 25.00	\$ -	\$ 25.00
Damaged curb stop	due to tampering	\$ 200.00	\$ -	\$ 200.00
FIRE HYDRANT METER DEPOSIT				
City Issued Meter		\$ 800.00	\$ 950.00	\$ 1,750.00
Customer Meter		\$ 500.00	\$ -	\$ 500.00
Monthly Rental Fee		\$ -	\$ 100.00	\$ 100.00
SEWER				
Standard 4" service tap	Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 6" service tap	Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 8" service tap	Each	\$ 1,500.00	\$ -	\$ 1,500.00
Over 8"	Service conducted by contractor (City specifications)	\$ -	\$ -	\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost	\$ -	Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee	Per ERU CC approved 9/10/18	\$ 1.50	\$ 1.50	\$ 3.00

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, REVISING THE MASTER FEE SCHEDULE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 10, 2018, the City Council adopted a Master Fee Schedule;
and

WHEREAS, it is necessary that the Master Fee Schedule to be amended from time to time by resolution of the City Council;

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

SECTION 1. That a revised Master Fee Schedule, attached hereto, is adopted by the City Council of the City of Seagoville, Texas.

SECTION 2. In the event there is a conflict between the fees listed in the attached Exhibit, and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect on the 1st day of October, 2018, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 1st day of October, 2018.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 4

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, providing for a new street maintenance position and providing an effective date

BACKGROUND OF ISSUE:

During the FY 2019 budget development process, the General Fund budget property tax revenue estimate was built on an assessed valuation of \$668,000,000. Once the City's certified assessed valuations came in from Dallas and Kaufman counties, we learned that our total assessed valuations was \$683,530,390. This certified valuation yields an additional \$88,000 to the City's General Fund revenue estimate. Staff is recommending utilizing a portion of the proceeds to fund a new Street Maintenance worker position, and fund salary adjustments to selected Public Safety positions.

FINANCIAL IMPACT:

This position is expected to cost \$44,359. Approval of funding for this position and the salary adjustments for selected Public Safety positions is considered in a budget adjustment initiative in this agenda package.

RECOMMENDATION:

Staff recommends approval of the new position.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, PROVIDING FOR A NEW STREET MAINTENANCE POSITION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 10, 2018, the City Council adopted the FY 2019 budget;
and

WHEREAS, the expected property tax revenue as initially calculated by staff is expected to increase by \$88,000 due to the actual assessed value measurements provided by Dallas and Kaufman counties; and

WHEREAS, an additional street maintenance worker position will enhance the appearance of the City

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

SECTION 1. That a Street Maintenance worker be added to the Community Development department of the City of Seagoville, Texas.

SECTION 2. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution as established herein shall take effect on the 1st day of October, 2018, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 1st day of October, 2018.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Session Agenda Item: 5

Meeting Date: October 1, 2018

Item Description

A Resolution of the City of Seagoville, Texas authorizing the City Manager to enter into a Retention Pay Agreement with full-time Communications Technicians under terms and conditions set forth in the Retention Policy, which is attached hereto and as Exhibit A and is approved herein; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

Emergency Communications Centers all across the State are experiencing an unprecedented shortage of qualified applicants for the position of Emergency 911 Dispatcher. Seagoville is no exception and in the past three (3) years we have hired, trained and lost for various reasons four (4) Dispatchers.

The purpose of this proposal is to retain qualified Dispatchers by way of Retention Pay. Staff recommends creating a Retention Pay of \$5,000 to be paid to Dispatchers that complete three (3) years of continuous service with the City in good standing. If approved, all full-time Dispatchers that are currently employed by the City would be asked to sign a Retention Agreement that will commence on the date it is signed and will end three (3) years from that date. Those completing their full three (3) year term of employment would then be paid \$5,000 minus taxes, retirement etc.

Most agencies that have retention pay programs pay the money up front, but it has been Staff's experience that employees sometimes leave after they have received their retention pay and the City/Employer is left with no other recourse but to seek legal action in civil court. Staff does not recommend paying retention pay until the qualified employee completes the terms of the Agreement.

The City will be responsible for creating an account with sufficient funding to pay eligible Dispatchers once they have completed the terms of the Agreement. Dispatchers will only be eligible for Retention Pay one time in their career with the City.

FINANCIAL IMPACT:

Approximately \$35,000 plus any required matching pay or payroll tax. This amount will increase as the City adds Dispatchers to the City's Budget.

EXHIBITS

- A. Retention Policy
- B. Retention Pay Agreement
- C. Resolution

COMMUNICATIONS TECHNICIAN RETENTION POLICY

PURPOSE

The purpose of this policy is to allow for Retention Pay to be given to full-time Communications Technician employees during periods when significant staffing vacancies create additional hardships on current Communications Technicians within the police department. This policy may be activated when staffing levels are deemed inadequate AND with the recommendation of the Chief of Police and the City Manager's approval. The City Manager, in his sole discretion, can cease activation of the policy at any time; however, any agreements entered into by the City and an employee for the Retention Pay during the time the policy was activated will continue to be honored.

ELIGIBILITY

To be eligible for the retention payment, you must:

1. Be a full-time Communications Technician employee, and
2. Employed by the City with at least three (3) consecutive years as of October 1 of the current fiscal year

POLICY

1. There is hereby established Retention Pay for full-time Communications Technicians employees with a minimum of three (3) calendar year continuous service, beginning from the activation date of this policy.
2. Continuous service shall not include any period of unpaid leaves of absence, except unpaid leaves of absence caused by injury or illness in excess of thirty (30) days, nor any unpaid leave of absence caused by injury or illness in excess of forty-five (45) days.
3. Any full-time Communications Technician employee currently employed with the City at the time of the activation of this policy, or any employee hired to fill a full-time Communications Technician position during the time the policy has been activated, shall complete an agreement with the City acknowledging the terms of this Policy.
4. Amount and Payment of Retention Pay:
 - A. The amount of the Retention Pay shall be set as a one-time payment of five-thousand dollars (\$5,000.00).
 - B. Retention payment may be paid by 31st date of the month following the employee's 36 months of continuous employment, measured from the date of activation of this policy.
 - C. The City will set aside in separate account the amount of each Retention Payment.
 - D. Eligible employees will receive a separate lump sum payment at the end of the first month following the end of the fiscal year; payable in the following month as a separate paycheck from normal payroll.

RETENTION AGREEMENT

This Agreement is made and entered into by and between the City of Seagoville, Texas, a municipal corporation (herein the "City") and _____ (herein "Employee").

WITNESSETH

WHEREAS, the Employee is employed by the City as a full-time Communication Technician;

WHEREAS, the City has approved a Retention Policy for full-time Communication Technicians;

WHEREAS, the City has determined that Communication Technicians fill a key role in the City and it is in the City's best interest to take steps to encourage retention of these employees;

WHEREAS, the Employee desires to remain as a full-time Communication Technician employee of City;

WHEREAS, the City wishes to pay Employee, in accordance with the Retention Policy, an incentive for his agreement to forgo other employment opportunities for the next three (3) years:

NOW THEREFORE, in consideration of the mutual covenants herein contained, City and Employee agree as follows:

1. **Retention Payment.** City agrees to pay Employee a one-time retention payment in accordance with the Retention Policy, as follows:
 - a. If Employee remains employed by the City as a full-time Communications Technician for three (3) continuous years from the Effective Date of this Agreement, the City will pay the Employee a one-time Retention Payment of Three-Thousand Dollars, in accordance with the Retention Policy.
 - b. This Agreement is contingent upon the ability of the City to place funds from cost savings in a separate account, for this purpose, until the three-years have accrued. In the event the funds are not available or otherwise appropriated, the City shall not be obligated to pay the Retention Payment.
2. **Entire Agreement.** This Retention Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the retention incentive payments payable to Employee by City as incentive for him to continue his employment until such time as Witt resigns or retires.
3. **Successors and Assigns.** Subject to the provisions regarding assignment, this Retention Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representative, successors, and assigns.

4. **Governing Law.** The validity of this Retention Agreement and of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue shall be in Dallas County, Texas.

5. **Amendment.** This Retention Agreement may be amended by the mutual agreement if done so in writing and signed by the parties.

6. **Enforceability.** In the event this Agreement is rendered illegal or unenforceable, by case law or otherwise, this Agreement shall be declared null and void.

Date: _____

Employee

City of Seagoville, Texas

Date: _____

By: _____
Pat Stallings, City Manager

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A RETENTION PAY AGREEMENT WITH FULL TIME COMMUNICATION TECHNICIANS UNDER TERMS AND CONDITIONS SET FORTH IN THE RETENTION POLICY, WHICH IS ATTACHED HERETO AND AS EXHIBIT "A" AND IS APPROVED HEREIN; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the position of Communication Technician (hereinafter referred to as, "Dispatchers") is one of the hardest positions to keep filled in any organization; and

WHEREAS, being the first line of communication between the caller and emergency responder in both emergency and non-emergency situations, Dispatchers gather essential information from callers and dispatch the appropriate first responders to the scene; and

WHEREAS, Dispatchers are key personnel within the City and their requirements and training are often stringent, rigorous and unwavering; and

WHEREAS, in an effort to hire and retain qualified, dedicated, dependable Dispatchers, the City Manager desires to implement a Retention Policy that would provide for entering into a Retention Pay Agreement with full time Dispatchers under specific terms and conditions; and

WHEREAS, the City Council finds it is in the best interest of the City to approve and authorize the City Manager to enter into a Retention Pay Agreement with full time Communication Technicians under the terms and conditions of the Retention Policy, which is attached hereto and incorporated herein as Exhibit A.

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

SECTION 1. The City Council hereby approves the Retention Policy for full time Communication Technicians, as attached hereto and incorporated herein as Exhibit A.

SECTION 2. That the City Manager is authorized to enter into a Retention Pay Agreement with full-time Communication Technicians under the terms and conditions of the Retention Policy.

SECTION 3. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution, and the same are hereby repealed, and all resolutions

of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, this the 1st day October, 2018.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

(/cdb 09/24/2018)

Regular Session Agenda Item: 6

Meeting Date: October 1, 2018

Item Description

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of an amendment to the Economic Development Incentive Agreement with Yolanda Cole d/b/a Shorty's Texas Bar-B-Q, dated April 3, 2018, by providing for the reimbursement of an additional Four Thousand Four Hundred Thirty-Two Dollars and No Cents (\$4,432.00) for plumbing expenditures as set forth in the JNV Plumbing invoice, which is attached hereto and incorporated herein as Attachment A; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Yolanda Cole the owner of Shorty's Texas BAR-B-Q presented an application to the SEDC for a Reimbursement Grant for the installation of plumbing and a grease trap feature. The SEDC Board of Directors unanimously approved the Reimbursement Grant in an amount not to exceed \$30,000.00 for the aforementioned purpose. After two (2) separate readings, the City Council authorized the expenditure on April 2, 2018 for the aforementioned amount.

Upon commencement of the work it was determined that the plumbing work would be more extensive than originally quoted. In order to open the business, create new jobs, promote local economic development and stimulate business and commercial activity in the City as required by the Agreement, Shorty's paid the invoice for the additional costs for the plumbing work. The owner, Yolanda Cole, has submitted the invoice from JNV Plumbing for the additional costs to the SEDC and is asking the SEDC to consider amending the Agreement to provide for reimbursement of the additional costs for the plumbing work. A copy of the JNV Plumbing invoice in the amount of four thousand four hundred thirty-two dollars and no cents (\$4,432.00) is attached hereto.

The building located at 705 N. Highway 175 has been renovated, the plumbing work has been completed, and Shorty's has been open for business for several weeks now. It appears to be doing well. Based on the experience of the Owners and witnessing the amount of business Shorty's has done since it has opened, Staff recommends approval of this amendment to the Agreement.

FINANCIAL IMPACT:

The SEDC will reimburse Shorty's Texas BAR-B-Q the additional \$4,432.00 making the total reimbursement to Shorty's for this Project \$34,432.00 for the aforementioned purpose. Appropriate financial budget adjustments will be made to the SEDC Budget.

EXHIBITS

- A. Resolution approving the Amendment to the Agreement
- B. JNV Invoice in the amount of \$4,432.00

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE TERMS AND CONDITIONS OF AN AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH YOLANDA COLE *d/b/a* SHORTY'S TEXAS BAR-B-Q, DATED APRIL 3, 2018, BY PROVIDING FOR THE REIMBURSEMENT OF AN ADDITIONAL FOUR THOUSAND FOUR HUNDRED THIRTY-TWO DOLLARS AND NO CENTS (\$4,432.00) FOR PLUMBING EXPENDITURES AS SET FORTH IN THE JNV PLUMBING INVOICE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT A; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about March 12, 2018, Yolanda Cole *d/b/a* Shorty's Texas Bar-B-Q ("Shorty's") previously made application to Economic Development Corporation ("EDC") for a reimbursement grant for sewer and solid waste facilities to service the property, the installation of plumbing and a grease trap feature (collectively, the "Project"); and

WHEREAS, the EDC approved the application in an amount not to exceed thirty thousand dollars and no cents (\$30,000.00); and

WHEREAS, Resolution No. 17-R-2018 authorizing the EDC to undertake the Project went before the City Council on March 19, 2018 for its first reading and on April 2, 2018 for the second reading; and

WHEREAS, after discussion and consideration, the City Council passed and approved Resolution No. 17-R-2018 authorizing the EDC to undertake the Project for Shorty's, including a reimbursement grant in an amount not to exceed thirty thousand dollars and no cents (\$30,000.00); and

WHEREAS, Shorty's submitted the invoices to receive the reimbursement as set forth above; and

WHEREAS, the total cost of the Project exceeded the original reimbursement grant and Shorty's has submitted an invoice from JNV Plumbing, which is attached hereto and incorporated herein, depicting the overage for said Project as an additional four thousand four hundred thirty-two dollars and no cents (\$4,432.00); and

WHEREAS, Shorty's requested the EDC consider amending the Economic Development Incentive Agreement, dated April 3, 2018, (hereinafter, "Agreement") to provide for the reimbursement of the additional costs as set forth in the attached invoice; and

WHEREAS, on or about September 17, 2018, the EDC approved the Amendment providing for the additional expenditures depicted on the attached Exhibit A were for the purposes set forth in the original Agreement; and

WHEREAS, after review and consideration, the City Council hereby ratifies and approves the Amendment to the Agreement to provide for the reimbursement of the additional costs for the plumbing in an amount not to exceed four thousand four hundred thirty-two dollars and no cents (\$4,432.00);

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

SECTION 1. The City Council hereby ratifies and approves the amendment to the Economic Development Incentive Agreement with Yolanda Cole *d/b/a* Shorty's Texas Bar-B-Q, dated April 3, 2018, by providing for the reimbursement of an additional four thousand four hundred thirty-two dollars and no cents (\$4,432.00) for plumbing expenditures as set forth in the JNV Plumbing invoice, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with State law and it is accordingly resolved.

DULY PASSED by the Seagoville City Council on the 1st day of October 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 09/25/2018)

Invoice 16-071618

JNV PLUMBING

Lic# M39791
516 Via Sevilla
Mesquite, TX. 75150

Date
July 16, 2018

To
Shorty's Bbq
705 N. Hwy 175
Seagoville, TX. 75159

Description	Total
Relocation of sewer tap from inside to outside of building. Tied into sewer line with cleanouts behind building	
Buy material needed to tie into sewer.	
Rented equipment	
Total Amount Paid	\$4432.00

Thank you for your business!

Regular Session Agenda Item: 7

Meeting Date: **October 1, 2018**

Item Description

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the Seagoville Economic Development Corporation (“SEDC”) and W. Parnell V, LLC, attached as Exhibit “A”; and providing an effective date.

BACKGROUND OF ISSUE:

The Applicant is the owner of the Chicken Express, a fast-food restaurant located at 1699 N. Highway 175, Seagoville, Dallas County, Texas. The Applicant desires to expand and remodel the current fast-food restaurant and to install an eight-inch (8") sewer line from Seagoville Road across the back of the property to the adjacent tract of land. The Applicant is seeking an Economic Development Incentive Grant in the amount of Sixty thousand Dollars and no cents (\$60,000.00) to provide financial assistance for the remodel of the fast-food restaurant and the infrastructure work to be performed.

On September 17, 2018, the SEDC approved an Agreement with the Applicant in the amount of \$60,000.00 for a business expansion project that entails remodeling the Chicken Express and the installation of infrastructure (sewer line) on the property located at 1699 N. U.S. Hwy. 175, Seagoville, Texas. Pursuant to State law, the SEDC conducted a public hearing on this economic development grant prior to entering into the Agreement.

State law requires the Governing Body of a municipality to approve grants funded by economic development corporations.

FINANCIAL IMPACT:

Economic Develop Incentive Agreement in the amount of \$60,000.00

EXHIBITS

- A. Economic Development Incentive Agreement
- B. SEDC Incentive Application
- C. Resolution

WHEREAS, SEDC has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Adjacent Property” shall mean the approximate 1.010 acre tract of land, described as Tract 5, John D. Merchant Survey, Abstract 8510 and being commonly known as 1515 N. Kaufman, in the City of Seagoville, Texas.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Building” means an approximately 3,100 square foot building constructed for retail/restaurant uses, as defined by Article 25.02 of the City of Seagoville Code of Ordinances.

“Capital Investment” shall mean the total costs of design and construction of the Improvements (inclusive of all hard and soft costs).

“City” shall mean the City of Seagoville, Texas, acting by and through its city manager, or designee.

“Commencement Date” shall mean the later of: (i) the date the first construction permit is issued; and (ii) the date the final inspection has been completed by the City and the fast-food restaurant is open for business and serving the citizens of the City and its visitors.

“Company” shall mean W. Parnell V, LLC, a Texas limited liability company.

“Company's Lender” shall mean one or more lenders selected by Company (in its sole discretion) to provide a construction loan to construct the Project.

“Construction Plans” shall mean the plans and specifications for the Improvements (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean two-years, six-months (2.5 years) following the Date the first permit is issued.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“FTE Position” or “FTE” means (a) one Full-Time Position or (b) two or more Part Time Positions filled by individuals working for the Company a combined total of at least 1800 hours during the Grant Year either under contract or as an employee.

“Full-Time Position” means a position for which an individual is scheduled to work at least 1800 hours in a twelve-month period during the Grant Year for the Company either under contract or as an employee.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, authority on Company with respect to the Project or any property or any business owned by Company within the City.

“Improvements” collectively means the building housing the fast-food restaurant, the common-areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property, including a sewer line to run from Seagoville Road in a southeasterly direction for approximately 380 feet across the back of the property to the Adjacent Property.

“Property” shall mean the real property described in **Exhibit “A”**.

“Project” means, collectively, (i) the improvements to the existing fast food establishment and (ii) the sewer line to be constructed along the back of the Property from Seagoville Road to the Adjacent Property.

“Project Commencement Date” shall mean the date that is ten (10) business days after City approval of this Economic Development Agreement.

“Required Use” shall mean the continued operation of the retail fast-food restaurant and related amenities open to the public and serving the adjacent business community and the citizens of the City.

“Sales Tax Certificate” shall mean one or more Sales Tax Area Reports that list the amount of Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable calendar year, or if a Sales Tax Area Report is not available or to the extent a Sales Tax Area Report does not include particular Sales Tax Receipts, a certificate or other statement, containing the information required as set forth herein, in a form provided by the Company reasonably acceptable to the SEDC setting forth Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable year, together with such supporting documentation required herein, and as the SEDC may reasonably request.

“Sales Tax Receipts” shall mean the City of Seagoville’s receipts of Sales and Use Tax from the State of Texas from (i) the Company’s collection of Sales and Use Tax as a result of sales of Taxable Items for the applicable year at the Property, and (ii) from the Company’s payments to vendors or directly to the State of Texas of Sales and Use Tax on purchases of Taxable Items Consummated at the Property. For clarity, Sales Tax Receipts does not include Sales and Use Taxes retained by the State of Texas, rather than paid to the City, as the State of Texas’ administrative fee for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503.

“SEDC” shall mean the Seagoville Economic Development Corporation a Texas non-profit corporation organized as a Type B corporation pursuant to the Act.

“Zoning” means the rezoning of the Land by a planned development ordinance or other ordinance approved by the City subject to certain conditions consistent with the terms of this Agreement and which shall include but shall not be limited to development and area regulations, conceptual plan, permitted and prohibited uses, architectural design of buildings and structures, signage, building elevations, landscape plan and other submittals and approvals required by the applicable City ordinances and regulations.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Fast-Food Restaurant

3.1 Construction Plans. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the improvements to the existing fast-food restaurant and the sewer line. Prior to Commencement of Construction, Company shall submit the Construction Plans for approval by City. Company

shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within ten (10) business days following the Project Commencement Date.

3.2 Remodel of Fast-Food Restaurant. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Improvements to the Fast-Food Restaurant located on the Property in accordance with the Zoning and the approved Construction Plans. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Fast-Food Restaurant Improvements to occur on or before ten (10) business days following City approval of the Construction Plans; and subject to events of Force Majeure, cause Completion of Construction of Fast-Food Restaurant to occur within six (6) months after the date of Commencement of Construction.

3.3 Construction of Sewer Line. Subject to the terms and conditions of this Agreement, the Company agrees to design and construct, or cause to be designed and constructed, the eight inch (8") sewer line, from Seagoville Road in a southeasterly direction for approximately 380 feet across the back of the Property, connecting to the Adjacent Property.

3.4 Casualty and Condemnation. If the Fast-Food Restaurant is damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Fast-Food Restaurant, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Fast-Food Restaurant to substantially the condition it was in before the Casualty.

3.4 Capital Investment. The total Capital Investment by the Company shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00).

3.5 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, or earlier termination, the Fast-Food Restaurant shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Fast-Food Restaurant in conformance with the Required Use to cease for more than thirty (30) days, except in connection with and to the extent of an event of Casualty or Force Majeure.

Article IV Performance Grant

4.1 Subject to the obligation of Company to repay the Grant pursuant to Section 6.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC shall provide the Grant to Company of Sixty Thousand Dollars (\$60,000.00), in the form of two installments, half of which will be paid upon receipt of final construction permits from the City for the remodel of the Improvements, as defined herein; and the second half of which will be paid upon approval of the Improvements by the City.

4.2 Not later than fifteen (15) calendar days after the date of Final Completion (as defined herein) of the Improvements, Company shall deliver to SEDC copies of all records, contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to evidence the final costs for the design and construction of the Improvements. In the event the final total costs of the design and construction of the Improvements, as reasonably verified by SEDC, are less than Five Hundred and Fifty Thousand Dollars (\$550,000.00), the Parties shall determine as a percentage how much was paid with respect to the actual costs for the design and construction of the Improvements. If after making the calculation in the preceding sentence it is determined that the company did not invest \$550,000.00 in Capital Improvements the Company shall, at SEDC's option, pay the SEDC the difference in value.

4.3 SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4.4 Current Revenue. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article V **Conditions to Economic Development Grant**

The satisfaction by Company of the terms and conditions of this Agreement are subject to each of the following conditions:

5.1 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

5.2 Project Construction. Company shall cause the design, commencement and completion of construction of the Improvements in accordance with this Agreement. This includes the reconstruction and development of the retail fast-food restaurant establishment.

5.3 Capital Investment. The Capital Investment shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00) as of the date of Completion of Construction of the Project.

5.4 Performance Criteria. Company shall continuously operate a retail fast-food restaurant on the Property, and shall:

(a) Beginning on the Completion of Construction Date and continuing thereafter for a period of at least two and one-half (2.5) calendar years the Company shall maintain at least five (5) Full-Time Equivalent (FTE) Employment Positions. Company shall, within the first thirty (30) days of the end of each calendar year following the first full calendar year after completion of construction, and within thirty (30) days after each succeeding anniversary date thereof, supply SEDC with copies of employment records and such other information as may be reasonably

requested by SEDC to document compliance with the required Employment Positions. The failure to maintain the required Employment Positions beginning on the Completion of Construction Date and continuing thereafter for a period of at least two-years, six-months (2.5) calendar years thereafter shall require the Company to pay to the SEDC a sum equal to a proportional amount of the Purchase Grant provided to the Company, as detailed in Section 6.2, below. The failure to pay such amount within ten (10) business days after written demand by SEDC shall be considered a breach or default of this Agreement subject to termination and repayment of the Grant pursuant to Article VI hereof.

(b) The Company shall generate sales tax receipts in an amount equal to at least \$25,000 per year. The Company shall provide the SEDC with a Sales Tax Certificate by March 1st, reflecting sales tax for the previous year, no later than March 1, 2019 and March 1, 2020. The Company shall also provide a sales tax certification on August 1, 2020, reflecting the sales tax amounts collected between March 1, 2020 and July 31, 2020; such certificate shall reflect a minimum of \$12,500.00 sales tax receipts for that six (6) month period. At the request of the SEDC, the Company shall provide such additional documentation as may be reasonably requested by the SEDC to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by the City of Seagoville from the State of Texas. The Sales Tax Certificate shall at a minimum contain, include or be accompanied by a schedule detailing the amount of total sales and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by the Company at the Property for the preceding year. The SEDC retains the right to further investigate the sales tax receipts generated from the Property, as the SEDC deems appropriate and necessary. Failure to generate the required minimum Sales Tax Receipts for the preceding year shall be considered a breach or default of this Agreement subject to repayment of the Grant pursuant to Article VI hereof.

Article VI Termination

- 6.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the Parties;
 - (b) Expiration Date;
 - (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
 - (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;

- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event the Agreement is terminated by SEDC pursuant to Sections 6.1(c), (d), (e), or (f), above, the Company shall immediately repay to SEDC an amount proportional to its performance, as provided below:

- (a) If the Company fails to complete construction of all of the Improvements, or completes construction of Improvements but fails to continually operate a fast-food restaurant on the Property, the Company shall repay to the SEDC Sixty Thousand Dollars (\$60,000.00), and upon payment of this amount to the SEDC, this Agreement shall terminate; and
- (b) If the Company completes Construction of the Improvements but fails to maintain five (5) FTE Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue within the first fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty Thousand Dollars (\$30,000.00); and
- (c) If the Company completes Construction of the Improvements but fails to maintain five (5) FTE Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue to the City within the second fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty Thousand Dollars (\$30,000.00).

Article VII Miscellaneous

7.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project.

7.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses,

including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

7.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to

Director
Seagoville Economic Development
Corporation
105 N. Kaufman Street
Seagoville, Texas 75159
Facsimile No. (972) 287-9939

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
100 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: W. Parnell V, LLC
51 Meadowbrook
Trophy Club TX 76262

With a copy to:

7.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, 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.

7.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

7.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.9 Recitals. The recitals to this Agreement are incorporated herein.

7.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, 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.

7.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of thirty (30) months after the Closing and conveyance of the Property to Company, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Improvements Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

(Signature Page to Follow)

EXECUTED on this 18 day of September, 2018.

SEGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: 
Patrick Stallings, City Manager / Exec Director

EXECUTED on this 18 day of September, 2018.

W. PARNELL V, LLC

By: W. Parnell V, LLC,

By: _____



972-287-9944
www.seagoville.us

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE APPLICATION

Name of Applicant: Wes Parnell Date: 7/6/18

Contact Name: Wes Parnell

Address: 53 Meadowbrook Trophy Club TX 76062

Phone: 817-658-8779 E-mail: wes.parnell@yahoo.com

Project/Company Name: Chicken Express Project Location: Seagoville Rd /175

Company's Primary Business: Restaurant

Project located in Tax Increment Finance District (TIF) Yes _____ No X

Please provide the following information based on the completed project at full operation. Phase in equal annual increments unless indicated otherwise by the applicant. All values should be those shown on the appraisal district tax rolls. Please provide supporting documentation where appropriate.

\$250,000

Incentive Request Level and Request(s) Allocation: Remodel of Chicken Express and left hand turn Lane and Fire lane
(Real Estate, Facilities, Furniture, Fixtures & Equipment)

Necessity of Incentive Request (Describe the competitive, financial, or other issues associated with this request): Need financial help to develop - used finances to purchase lots and complete utility easement requirements.

Project financially feasible without requested incentive: Yes _____ No X

Relocation _____ New facility expansion: _____

If relocation, please state current location: _____

New construction: X Shell Building _____ Build-to-Suit _____

Existing Space _____ Lease: _____

Applicant: Wes Parnell Owner: Wes Parnell Tenant: Chicken Express

Operations to be performed, product(s)/service(s) produced, distributed: Duck Service Remodel and Infrastructure.

Projected date for Groundbreaking: ASAP Grand Opening: 3 months After



Site acreage and current assessed value of land: 3 Acres - 860,000 (Includes current Chicken Express)

Job Creation

Number and average salary of permanent full-time employees: 20 - \$11.00 an hour

Benefits: Health Insurance - Retirement - Etc. -

Capital Investment

Site Size: 3 Acres

Estimated assessed land value after construction or purchase price of land: 1,300,000

Number and square footage of proposed facility(s): 3,100

Estimated assessed facility value after construction: 800,000

Estimated assessed value and description of business personal property: 30,000

Type of development and percentage of anticipated uses: Commercial Infrastructure

Number of water meters and irrigation meters and their sizes (for new construction): -

Estimated gallons per day: - Water - Wastewater

Point-of-Sale designation for construction or equipment purchases: Already Purchased

Estimated project construction and equipment cost: 981,638.⁰⁰

Estimated value of year-end inventory and percentage subject to triple freeport exemption: -

Sales and/or Hotel Occupancy Tax (if applicable)

Annual estimated retail sales and percentage subject to City sales tax: -

Annual estimated hotel sales subject to City hotel occupancy tax: -

Land Use & Zoning

Land Use and Zoning designation: Commercial - Industrial

City's Comprehensive Plan compliance with applicable development codes & ordinances: Yes

LEED certified project: - Yes X No

Other factors that need to be taken into consideration: This will greatly enhance our ability to develop the remaining two acres so that we can sell faster to an end user.



Required Attachments

Check all those attached with submitted application

Site Map

Legal Description

Site Plan

Elevations Plans already Approved for Chicken Express

Financial Information _____ (this can include previous three-year IRS Tax Returns,
Annual Audits, etc.)

Applicant shall complete all forms and information detailed in the Application and submit all information to:

Executive Director
Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville TX 75159
sedcdirector@seagoville.us

For more information, please contact (972) 287-9944 or sedcdirector@seagoville.us

Engineering For Left Hand Turn Lane

Civil Services

Seagoville, TX Development Fire Lane

LPSE

Lobsinger & Potts Structural Engineering, Inc.; Firm Reg. #7290

1723 E. Southlake Blvd., Suite 200, Southlake, TX 76092

Ph: (817) 897-3611 Fax: (817) 488-9937 Email: brammer@lpse.net

AGREEMENT FOR CIVIL ENGINEERING SERVICES

December 28, 2017

Wes Parnell

Chicken Express

Phone: 817-658-8779

Email: wes.parnell@yahoo.com

RE: Fire Lane for Seagoville Development

Near 1699 Hwy 175

Seagoville, TX 75159

Dear Mr. Parnell:

Lobsinger & Potts Structural Engineering, Inc. (the "consultant" or "LPSE") is pleased to submit this letter proposal for providing professional services to prepare general civil construction plans for the aforementioned project to meet City, County, and State requirements as outlined in the following Scope of Work.

It is understood that Wes Parnell (herein referred to as "client") wishes to design the planned development as described below.

The planned development is the construction of a fire lane for two lots located near 1699 Hwy 175 in Seagoville, TX. The client has requested that the consultant prepare this letter agreement for providing civil services along with some services that will require the consultant to engage professionals as sub-consultants as outlined in this agreement. The scope of work under this agreement and associated fees are based on the fire lane sketch prepared by the consultant in December of 2017.

SCOPE OF WORK

Task 1 Basic On-site Civil Engineering Services

LPSE will prepare construction plans (but not structural, foundation, or architectural plans) for the project as follows:

- a. LPSE will provide engineering, design, and CADD drafting required for the preparation of final construction plans based on an approved site plan to be prepared by the client or client's architect. Included are:
 - i. Paving Plan,
 - ii. Grading Plan, and
 - iii. All necessary details

Final engineering is to be prepared in accordance with city criteria. Plans will be revised as needed in an effort to obtain city approval. In the event additional revisions are required to obtain approval due to owner initiated revisions, the additional work and submittals shall be completed by LPSE on an hourly bases at the rate found in the **COMPENSATION** section below.

- b. LPSE will provide detailed quantity takeoffs for preparation of opinion of probable construction cost at the rate found in the **COMPENSATION** section below.
- c. LPSE shall furnish the following:
 - i. An electronic copy or reproducible sets of preliminary plans for the city and to the Owner for review,
 - ii. The city required number of full size sets of construction documents for the city and full size and half size sets of construction documents for the Client at the cost found in the printing rates of the **COMPENSATION** section below.
- d. At the Client's request an LPSE staff member shall attend meetings or conduct site visits not enumerated in this Task at the hourly rate found in the **COMPENSATION** section below.

Task 2 Storm Water Pollution Prevention Plan-SWPPP

If the total disturbed area of the development is greater than 1 acre, LPSE will prepare the SWPPP in accordance with the Texas Commission on Environmental Quality (TCEQ) for the construction of the on-site improvements under this project. This task does not include making submittals, installations or inspections.

Task 3 TxDOT Driveway Permit

It is expected at this time that the proposed development will have two new driveways that will require TxDOT permitting. If a TxDOT Driveway Permit is required, LPSE will handle it under this task item. LPSE will prepare the plans required to submit for approval and will assist the owner/client in obtaining approval. This task does not include any required Traffic Impact Analysis or Drainage studies.

Task 4 Review Bids, Recommend Award of Contract, and Construction Services

LPSE will assist the client by reviewing bids, making recommendations as to the awarding of bids, and by providing construction services for the proposed new development as follows:

- a. Answer questions from contractors and suppliers.
- b. Review bids for construction staking, erosion protection, grading, and construction of sewer, water, storm drain, and paving.
- c. Make recommendation for contract award.
- d. Assist Client in conducting pre-construction conferences with City staff and the Contractor(s) and, review construction schedules prepared by the Contractor(s).
- e. Make visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents.
- f. In performing the services outlined above, LPSE will endeavor to protect Client against defects and deficiencies in the work of Contractors and LPSE will report any observed deficiencies to Client; however, it is understood that LPSE does not guarantee the Contractor's performance, nor is LPSE responsible for supervision of the Contractor's operation and employees. LPSE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. LPSE shall not be responsible for the acts or omissions of any person (except his own employees or agents) at the Project sites or otherwise performing any of the work of the Project.
- g. Review samples, catalog data, schedules, shop drawings, laboratory, shop mill tests of material and test equipment, and other data pursuant to the Construction Contract.
- h. Interpret intent of the plans and technical specifications for Client and Contractor and prepare change orders as needed to clarify the intent of the plans and specifications.
- i. Prepare monthly and final estimates, based on quantities provided by the contractor and verified by site visit, utilizing the estimate forms provided by Client, pursuant to the Construction Contract.

- j. Change orders shall be prepared when required to reflect a change of construction scope.
- k. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).
- l. Revise the construction drawing in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction.

SUBCONTRACT SERVICES

****Note: The subcontract services shown below will only be included as a part of the services provided under this contract if specifically requested by the client. Please indicate which services will be requested as part of this agreement when signing the contract. Otherwise, written notice will be required from the client before proceeding with Tasks 5 - 6. This is done as a courtesy to the client to ensure that only the desired and approved services are completed.**

Task 5 Topographic and Boundary Survey

LPSE will engage the surveyor in preparing the boundary and topographic survey. The survey will include:

- Existing property corners to create the boundary and location of all known recorded easements.
- Existing grades at 1' intervals.
- Location and elevations of streets, curbs, paving, inlets, and visible utilities within the project limits.

Task 6 Geotechnical Engineering Services

LPSE will engage the geotechnical engineer to perform a geotechnical investigation for this project. The scope of work will include a field investigation, laboratory testing, data analysis and a final report. The report will include:

- Subsurface soil and ground water conditions and the impact on building performance.
- Recommendations and design parameters for the proposed foundation and piers.
- Paving recommendations.
- Earthwork compaction criteria.

COMPENSATION

The client is responsible for 100% of all Owner/Client approved non-labor, subcontract, and other direct expenses for all professional services rendered under this agreement. Examples of non-labor, subcontract, and other direct expenses shall include geotechnical investigations, survey work, outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the LPSE corporate office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

Task 1 (Basic On-site Civil Engineering Services) shall be lump sum fee of **\$3,200**

Task 2 (Storm Water Pollution Prevention Plan or "SWPPP") shall be lump sum fee of **\$950 (if required)**

Task 3 (TxDOT Driveway Permit) shall be lump sum fee of **\$1,500 (if required)**

Task 4 (Construction Services) shall be billed at the following hourly rates. **\$400 for one trip to site/Seagoville area + \$350 misc. reprographics/shipping. (if required)**

Task 5 (Topographic and Boundary Survey) shall be lump sum fee of **\$4,400 (if requested)**

Task 6 (Geotechnical Engineering Services) shall be lump sum fee of **\$4,400 (if requested)**

Work outside the scope of this agreement or as mentioned in the agreement will be billed at the following hourly rates:

LPSE Principal/Project Manager	\$120/ hour
LPSE Graduate Engineer	\$70/ hour
LPSE Drafter/Designer	\$55/ hour
LPSE Administrative Assistant	\$40/ hour

Printing Rates (\$12 minimum for each order):

- Large format printing (up to 24"x36) for \$3.00 per sheet. Add \$6.00 per sheet for color and \$8.00 per sheet for mylar.
- Letter size printing (up to 11"x17") for \$0.25 per sheet or \$0.60 per sheet for color.

ASSUMPTIONS/ADDITIONAL SERVICES

Any additional work not specifically included in the above "Scope Of Work" will be accomplished as an additional service under a separate written agreement with the Client, to be negotiated at the time the work is requested.

This proposal does not include the following items:

- a. The platting process.
- b. Any drainage design or calculations beyond providing positive storm water runoff through the subject site.
- c. Any pipeline company coordination/submittals.
- d. Any traffic impact analysis.
- e. Any archeological assessment of the project area.
- f. Any wetlands delineation or coordination for a 404 Permit for the project
- g. Any environmental assessment of the site.
- h. Any investigation for or of environmental hazards on or adjacent to the site, nor any determination that such hazards do or do not exist on or adjacent to the site.
- i. Mitigation of environmental hazards.
- j. Review fees of any kind from city, state, federal or other sources. Such fees are the responsibility of the Client.
- k. Any structural analysis or design.
- l. Public meetings.
- m. Property owner notification.
- n. Any FEMA submittals.
- o. Record Drawings.
- p. Revisions or redesigns due to site plan changes.
- q. Revisions due to city (or any other jurisdiction) or client comments that result in major re-design of the project.
- r. Technical specifications.
- s. All items listed under the Construction Services task above.

This proposal assumes that survey data will be provided to LPSE in North Central Texas State Plane NAD 83 coordinate system by the project surveyor. If surveying services are not provided under this agreement as a subcontractor through LPSE, it shall be assured that the survey be provided in digital format. The survey shall also include all information required for LPSE to adequately perform the civil services.

Due to the unknowns involved in the preparation of this proposal, we have made the following assumptions. If these assumptions change, we may have to revise the represented fee. These assumptions are:

- The development does not include any off-site utility design (or time spent with utility coordination) outside what has been outlined in Task 1 above.
- The site will not require extreme offsite drainage design or analysis.

NOTICE TO PROCEED

Once a signed copy of this letter of proposal and a **\$1,000** down payment is received by LPSE, work will be authorized and will begin.

I appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us by phone at 817.897.3611 or by e-mail at brammer@lpse.net. If you are in agreement with the services described above and wish for LPSE to proceed with this assignment, please initial all pages of this agreement, sign below and return one copy of the agreement for my files.

Respectfully,

Lobsinger & Potts Structural Engineering, Inc.

Justin Brammer, P.E.
Project Manager

Accepted By: _____

Title: _____

Date: _____

Billing Address: _____

Contact Phone _____

Contact E-Mail _____

Authorized Signature: _____

Left Hand Turn Lane

ALLEN'S CONTRACTING, INC.

P.O. BOX 126198

BENBROOK, TX 76126

817-560-3773 * 817-560-3779 Fax

sallencontr@aol.com

January 23, 2018

Wes Parnell

Re: Seagoville Development
Turn Lane Addition

We propose to furnish services required to complete the following scope of work at the referenced location per plans and specifications:

Concrete Construction

- 1) Provide Dirt Work
- 2) Install 8" Flex Base
- 3) 2,125 SF 8" Turn Lane Paving- #5@12"OC - #5 Smooth Dowels
- 4) Saw Cut & Remove Existing 565 LF Of Curb
- 5) 400 LF 6" Mono Curb
- 6) 1 DOT Approach
- 7) 335 LF 2'8" X 1' Retaining Wall Footing
- 8) 335 LF 4' Retaining Wall
- 9) No Detail On Plans For Retaining Wall

For The Sum Of \$ 137,000.00

Barricade Allowance Is \$ 6,500

We qualify or exclude the following items: Grade to be + or - .10. The following items are excluded unless indicated in scope of work. Surveying or engineering, earthwork other than fine grade, cooling or heating of concrete, rock excavation, joint seal or prep, pavement marking, demo or patching of existing concrete, barricades, asphalt tie-in or patch, permits, inspection fees, bonds.

*This proposal is valid for 60 days from date of proposal.

We appreciate the opportunity to bid on this project. Please contact Kyle Beene (817-223-2904) if you have questions.

Allen's Contracting, Inc.

Chicken Express Remodel

David Williams General Contracting LLC

407 SUNSET DR

TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
Plans	250.00
Concrete - Cut and remove the concrete and curbing as specified on the drawings. Install new concrete as specified on the drawings. Includes new curbing, sidewalks, aprons, foundations, repairs, and parking lot extensions. Includes labor, materials, demo, and haul off.	88,550.00
Demo Exterior - Remove all mansard roofing and finished roofing needed to accommodate new parapet walls and towers. Remove drive thru window and door. Remove vestibule. Remove menu board cover and height poles. Remove menu boards. Remove roof access ladder. Remove all awnings. Includes labor and materials.	5,700.00
Masonry - Install stucco to the exterior of the building and dumpster as indicated on the plans. Includes labor and materials.	32,000.00
Masonry - Install veneered stone to the exterior of the building, dinning room wainscoting, and dumpster enclosure as indicated on the plans. Includes labor and materials.	43,500.00
Masonry - Install block screen walls as drawn. Build planter box. Includes labor and materials.	3,650.00
Framing - Build new addition to back of the building to allow for new cooler. Build new parapet walls and Gable roofed towers. Build new walls for the drive thru menu board. Includes details on the prints. Includes labor and materials.	45,000.00
Roofing, Flashing - Install new roof system after work on top is complete. Patch the roof during construction to maintain dry building. Includes labor and materials.	26,600.00
Roofing, Flashing - Standing seam metal and wall capping. Includes labor and materials.	19,303.07
Doors & Trim - Remove and replace the restroom doors, back door. Remove and replace the drive thru window and door. Install door to kitchen entry. Includes labor, materials, and hardware.	8,650.00
Insulation - Install spray foam insulation the bottom side of the roof decking throughout the building as well as the addition. Includes labor and materials.	4,500.00
We appreciate this opportunity to work with you.	Total

David Williams General Contracting LLC

407 SUNSET DR

TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
Paint - Paint exterior stucco on building and dumpster enclosure. Paint light pole bases. Paint all menu board metal, height poles, bollards and dumpster enclosure metal. Stain lumber for the wainscoting. Clean and paint the ceiling in the back areas. Restripe the parking lot and fire lanes. Paint the window metal inside and out. Includes labor and materials.	13,200.00
Interior Walls - Install sheetrock, hardie board, and FRP to the new walls.(17) Install stainless steel corner protectors to the kitchen area. Repair (10) damaged FRP panels in back and washroom. Install cement board floor to ceiling in washroom and 2' above finished floor where else. Mount menu board over service area. Includes demo, labor and materials.	18,500.00
Ceilings & Coverings - Install new ceiling grid and tile as indicated. Patch and repair any damaged grid and tile. Tighten and flatten out ceiling in back areas. Includes labor and materials.	2,850.00
Millwork & Trim - Install stained wood and cement board for the wainscoting to hall, dinning room and que. Install tongue and groove ceiling to the dinning room, restrooms, entry, hall, and Service counter. Includes labor and materials.	14,500.00
Cabinets & Vanities - Install cabinets, counter tops, and shelving to the office. Includes labor and materials.	4,185.00
Demo - Remove existing wainscoting to the studs. Prep walls for new wainscoting.	2,800.00
Tile - Remove existing flooring in dinning room and hall. Install floor tile to the dinning room, hall, and que. Cement repairs required will be addressed and invoiced. Labor only.	8,200.00
Welding - Fabricate and weld the height poles, menu board cover, roof access ladder, and awning over drive thru. Includes labor and materials.	8,850.00
Mop Sink - Cut and remove concrete and form and pour concrete. Remove wall finish where needed and install cement board for mop sink walls. Install wall tile and grout to the mop sink walls. Includes labor and materials. Plumbing not included.	2,500.00
Specialties - Remove and reset decorations in dinning room and hall.	350.00
Cleanup & Restoration - On site dumpster and porta potty service for duration of the project. Cost is an allowance. Any cost above will be invoiced.	6,500.00
We appreciate this opportunity to work with you.	Total

David Williams General Contracting LLC

407 SUNSET DR

TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
26 Landscaping & Paving - Incidental damage to vegetation and sprinkler system during construction. Cost is an allowance. Any cost above or below will be invoiced.	3,500.00
Supervision and construction management from conception to completion. Includes clean up and restoration for the duration of the project.	36,000.00
Heating & Cooling - To be completed by	10,500.00
Electrical & Lighting	42,000.00
Plumbing	9,500.00
We appreciate this opportunity to work with you.	Total \$461,638.07

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND W. PARNELL V, LLC, ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

WHEREAS, the City Council has determined that the Agreement attached as Exhibit “A” will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

Section 2. That the City Council authorizes the SEDC to enter into any additional agreements necessary to effectuate the Agreement attached as Exhibit “A”, including a land sale agreement and restriction agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 1st day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 09/25/2018)

Exhibit "A"
Economic Development Agreement
(to be attached)

Regular Session Agenda Item: 8

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Discuss and consider declaring a vacancy for Place One 1 on the Keep Seagoville Beautiful Commission and consider a new application.

BACKGROUND OF ISSUE:

Stacy Wright submitted a letter of resignation to the Keep Seagoville Beautiful Commission for Place 1 on Wednesday, July 18, 2018. At this time there are two (2) vacancies on the Keep Seagoville Beautiful Commission, Place 1 and Place 7. Cindy Starns submitted an application to fill one of the vacancies on the Keep Seagoville Beautiful Commission.

In the past City Council has interviewed all board and commission applicants. At this time, brief interviews may be conducted with the applicant. For your convenience, a list of appointments has been provided.

Home Rule Charter, Section 3.19 Boards and Commissions

(b) The City Council may appoint persons to serve on any boards, commissions, or committees. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission, or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council. The City Council may, by an affirmative vote of four (4) council members, waive any requirements that a person may only serve on one (1) board or commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS

Letter of Resignation
List for Appointments

Kandi Jackson

From: Stacy Wright <stacywright0817@gmail.com>
Sent: Wednesday, July 18, 2018 6:09 PM
To: Kandi Jackson
Subject: Fwd: July Meeting Packet

Follow Up Flag: Follow up
Flag Status: Flagged

----- Forwarded message -----

From: Stacy Wright <stacywright0817@gmail.com>
Date: Wed, Jul 18, 2018 at 6:07 PM
Subject: Re: July Meeting Packet
To: Liz Gant <LGant@seagovillelibrary.org>
CC: Charlotte Hernandez <cdh74@sbcglobal.net>, Gladys Santiago (gladyssantiago75@yahoo.com) <gladyssantiago75@yahoo.com>, Kara Dodson - Keep Seagoville Beautiful (kdboymom@gmail.com) <kdboymom@gmail.com>, Misty Simmons (misty.simmons17@gmail.com) <misty.simmons17@gmail.com>, Scott Englert (scott@vbcseagoville.com) <scott@vbcseagoville.com>

Hello KSB, I Stacy Wright @ 911 Irene Street Seagoville, Texas., Resign as of July 17th on Tuesday of 2018.
From Keep Seagoville Beautiful.

Thank you for the lovely two years, I'm so happy I did get to be friends and learn so much from you all. It was a privilege. As you all know I had some illness going on, but now I'm ready to go back to work and start up new things with my husband and our new business together, being that I will be on some evening work callings.

I still will be around, and please keep me informed if you can use me. I just can't keep a commitment anymore in the evenings.

Thank You
Stacy Wright
817-874-8412

On Fri, Jul 13, 2018 at 3:41 PM Liz Gant <LGant@seagovillelibrary.org> wrote:

Good afternoon All,

The attached is your meeting packet for our July meeting, next Tuesday, July 17th. I look forward to seeing you all here.

Have a great weekend!

Regular Session Agenda Item: 9

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to enter into an agreement with Motorola Solutions for the purchasing of a new P25 Radio Project, for an amount not to exceed One Million Three Hundred Ninety-Three Thousand Five Hundred Ninety-Seven Dollars and No Cents (\$1,393,597.00), providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville respectfully requests entering into an agreement with Motorola Solutions in the replacement of the current radio system to be replaced with a new radio system. At the RF site, 4 channel 7/800 MHz RF site equipment, antenna system, UPS backup power, integration Services and Microwave backhaul Link to the GMRS core. At the dispatch site, 2 MCC7500 dispatch positions. To include APX6000 portable radios, APX6000 XE portable radios, APX6500 mobile radios, interface with existing Fire Station Alerting system and 2 APX consolettes for two fire stations and GPS location. The existing system will be moved from the current location to the Cain St Water Tower for the use of our current Outdoor Warning System.

The new system design will allow greater capacity on the 7/800 MHz frequencies, creating more reliable communication for our own units, but also during extreme situations when interoperability with law or fire personnel from surrounding cities are required. For instance, there have been numerous situations where Seagoville Police have ventured into adjacent cities and counties in a pursuit and their connectivity back to their system is completely lost. This has created a major Officer safety issue with no communication option left. With the new system that supports expanded Level 5 Shared System Interoperability, the Officers will always be able to connect back to their system and dispatch when in the coverage area of other local jurisdictions that are connected to the same P25 core. This will likewise be true of neighboring Officers venturing into Seagoville's radio coverage area, thereby raising the level of safety for all local Officers.

Another feature that will be provided with the new system is voice encryption that the Police Department requires as a part of their functionality to safeguard the Officers from various instances of hacking and preventing suspects from monitoring the radio system. This has become an increasing officer safety issue that needs to be corrected as soon as possible, since the current old system does not support encrypted voice communication.

Confusion in failure scenarios (such as loss of links or equipment failures) on the existing out-of-warranty system have resulted in safety concerns for both our Police and Fire personnel. The new system adds redundancy and reliability that significantly reduces the chances of confusing operational changes to personnel during a failure.

Surrounding communities (the Cities of Balch Springs, Terrell, Forney, Mesquite, Garland, Rowlett, Sachse, and Kaufman County) have recently upgraded to P25 standard on a regional system, reducing interoperability and coordination capabilities for Seagoville with our closest neighbors. The City of Dallas and Dallas County are currently in the process of converting to their own 7/800 MHz radio system. The new P25 system will provide our own first responders and other public safety services the best communications possible to safeguard the lives and property of our citizens, as well as to provide better safety for our Public Safety personnel during the course of their daily activities.

The City of Seagoville is working with the City of Garland to sign a mutual agreement coordinating the use of adjacent channel frequencies allocated to both Cities by the Region 40 Planning Committee. The existing interference contours for both systems have a reduced overlap in the new P25 system configuration. This will mitigate some of the interference issues occasionally faced by the Cities. The additional channel capacity provided by TDMA technology will also significantly reduce traffic on these channels, further reducing any potential interference.

FINANCIAL IMPACT:

The total cost is \$1,393,597.00. The payment schedule is divided into three payments. Eighty percent (80%) will be invoiced once the equipment has been shipped from Motorola. Ten percent (10%) of the total contract price will be invoiced immediately after the equipment is installed at the sites, and ten percent 10% of the total contract price will be invoiced immediately after the system acceptance.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

Exhibit A- Motorola Solutions Project 25 site and console replacement project.

Exhibit B- Contractual System Purchase Agreement with Motorola Solutions.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASING OF A NEW P25 RADIO PROJECT, FOR AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS AND NO CENTS (\$1,393,597.00), PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is in agreement that a new P25 7/800 MHz radio system will provide our own first responders and other public safety services the best communications possible to safeguard the lives and property of our citizens, as well as to provide better safety for our Public Safety personnel during the course of their daily activities.

WHEREAS, with this new radio system it will provide greater coverage, more reliable communication and interoperability with law and fire personnel from surrounding cities and counties, including GPS location and voice encryption.

WHEREAS, the City Council has determined that Motorola Solutions, a member of the Houston-Galveston Area Council (HGAC), has met all bid specifications, the most responsive bid and is in the best interest of the City.

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

SECTION 1. That the City Council hereby authorizes the City Manager to enter into an agreement, a copy of which is attached hereto and incorporated as Exhibit "B", for this P25 Radio System through Motorola Solutions for an amount not to exceed one million three hundred ninety-three thousand five hundred ninety-seven dollars and no cents (\$1,393,597.00). Payment completed in three payments of eighty percent (80%) invoiced once the equipment has been shipped. Ten percent (10%) of the total contract price will be invoiced immediately after the equipment is installed at the sites, and ten percent (10%) of the total contract price will be invoiced immediately after the system acceptance.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect. Exhibit A Motorola Solutions Project 25 site and console replacement project is provided for review.

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

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 1st day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

PROPOSAL
CITY OF SEAGOVILLE

PROJECT 25 SITE AND CONSOLE REPLACEMENT PROJECT



MOTOROLA SOLUTIONS

PS-000088759

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The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are the trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2018 Motorola Solutions, Inc. All rights reserved.





August 31, 2018

Christine Dykes
Communications Supervisor,
600 N Highway 175
Seagoville , Texas 75159

RE: MotorolaSolutionsProject25SiteandConsoleReplacementProjectPS-000086797

Dear Ms. Dykes,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Seagoville quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

Motorola Solution's proposal is subject to the terms and conditions of the enclosed HGAC System Purchase Agreement and remains valid for 90 days from the date of this proposal. The City may accept this proposal by returning to Motorola a signed copy of the aforementioned agreement.

Any questions City of Seagoville has regarding this proposal can be directed to Brad Rice, Area Sales Manager at (678) 618-8396, (Brad.Rice@motorolasolutions.com).

Our goal is to provide City of Seagoville with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Neil Thomas
MSSSI Vice President
Motorola Solutions Inc



SECTION 1

SYSTEM DESCRIPTION

1.1 OVERVIEW

Motorola is pleased to offer the following system design to the City of Seagoville:

- RF Site Equipment - Seagoville Water Tower
 - (4) Channel 7/800 MHz RF site equipment
 - (3) Three of the (4) four channels will be TDMA (with a single channel always being the control channel)
 - (1) Channel will be setup for Dynamic Dual Mode, capable of dynamically switching between FDMA and TDMA
 - Antenna System (non diversity)
 - UPS Backup Power
 - Integration Services
 - Microwave Backhaul Link to the GMRS Core

- Seagoville Dispatch Site
 - (2) MCC7500 dispatch positions
 - (2) Dual Band APX Consolettes at dispatch positions for backup - 7/800 MHz/VHF
 - (4) Single Band APX Consolettes in backroom for backup and logging
 - (1) Single Band VHF Control Station for Fire Station Alerting
 - Antenna System for the proposed Consolettes
 - UPS Backup Power
 - Integration Services
 - Microwave Backhaul Link to the GMRS Core

- Radio Subscriber Units
 - 60 APX6000 Portable Radios
 - 20 APX6000 XE Portable Radios
 - 45 APX6500 Mobile Radios
 - 2 APX4500 Mobile Radios (Interface to existing Fire Station Alerting system)
 - 2 APX Consolettes (Interface to existing Fire Station Alerting system)

- GPS Location
 - 100 Presence and Location licenses to be loaded on the GMRS core IMW server
 - GPS Solution is included for manually polling GPS coordinates of radio users, and automatic cadence based polling is not part of the proposed design and capacity/channel considerations.

- Listed below are the existing Systems which will be reused
 - Existing VHF Repeater to be relocated to the current receiver site location
 - Outdoor Warning System - this will continue to be activated using current VHF system
 - Fire Station Alerting System (except actual mobile radios listed above)
 - Logging Recorder - to be reused with logging outputs from Consolettes and VPMS.

1.2 ASTRO 25 REPEATER SITE

An ASTRO 25 Repeater Site consists of a single site with up to 28 channels and two site controllers (in a redundant configuration), which can be standalone or housed in a GTR 8000 Expandable Site Subsystem (ESS).

Motorola has proposed 4 channel 700/800MHz repeater site which will be located at Seagoville Water Tank site.

The GTR 8000 Expandable Site Subsystem in a repeater site is set up in a single trunked site, with one active control channel and a number of voice channels at the site. If packet data services are supported at the site, a number of voice channels can be configured with packet data channel capability. Voice traffic is routed from each of the base radios to the system for distribution to other sites and is repeated by the base radios to support other local subscribers. However, data traffic is routed to the GCP 8000 Site Controller. The site controller routes these packets upstream to the zone controller for further processing and routing.

The ASTRO 25 Repeater Site consists of the following components, described in the Component Descriptions section of this System Description.

- GTR 8000 Expandable Site Subsystem (ESS).
- GTR 8000 Repeater/Base Radio.
- GCP 8000 Site Controller.
- Radio Frequency Distribution System (RFDS).
- Sub-Site Ethernet Switch.
- GGM 8000 Site Gateway.

1.2.1 Components

Each site type in an ASTRO 25 system contains various components. Components included in this system design are described in this section.

1.2.1.1 GTR 8000 Expandable Site Subsystem

The GTR 8000 Expandable Site Subsystem (ESS) enclosure can contain reconfigured GTR 8000 base stations, site LAN switches, and GCP 8000 controllers, along with an optional Radio Frequency Distribution System (RFDS), depending on your configuration needs.

Voice traffic is routed from each of the site base stations to the system for distribution all sites associated with the call. Benefits of the ESS include:

- **Integrated Design** – Provides a smaller footprint at the site.
- **Front/Top Access Design** – Minimized cabling reduces install and service labor.
- **Increased Power Supply** – Provides redundancy through common power bus.

1.2.1.2 GTR 8000 Site Repeater/Base Radio

The GTR 8000 Base Radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing via Configuration/Service Software (CSS).

The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power

amplifier modules, and can also provide auxiliary power to a connected site controller or Receive Multicoupler/Low Noise Amplifier (RMC/LNA).

1.2.1.3 GGM 8000 Gateway

The GGM 8000 Gateway is a modular multi-purpose network communications platform, designed to interconnect devices and networks within ASTRO 25 public safety network systems.

The GGM 8000 provides a connection to a Wide Area Network (WAN) with no conventional channel interface (V.24, analog, and/or IP). A GGM 8000 with a connection to a WAN and with a conventional channel interface (v.24, analog, and/or IP) functions as a Site and Conventional Channel Gateway.

The proposed design includes 2 GGM8000 site routers at the repeater site. These will be connected to the GMRS Core via PTP Microwave link for wide area connectivity.

1.2.1.4 GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module acts as a standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability.
- Administers registration and context activation requests.
- Monitors base stations and RF distribution equipment and interacts with the MOSCAD site device manager to facilitate centralized alarm and control monitoring.
- Provides redundant site control.
- Enables redundant site link routing for patch redundancy.

1.3 DISPATCH CONSOLE

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide City of Seagoville with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides City of Seagoville with sophisticated network management and easy migration to future capabilities.

The proposed solution offers City of Seagoville two dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E dispatch position.



Figure 1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

The console will be located at Seagoville Dispatch.

1.3.1 Console Connectivity

The proposed console will connect into the ASTRO 25 master site at GMRS. A conceptual diagram of the proposed console connectivity has been provided in the figure titled "System connectivity for the proposed solution."

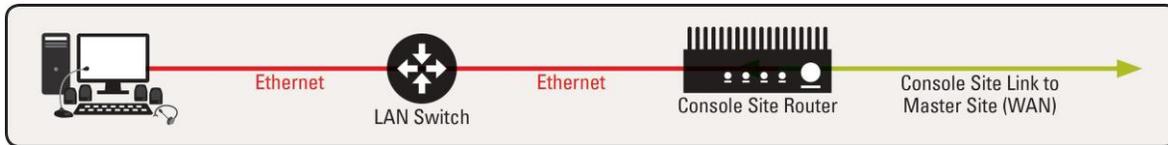


Figure 2: System connectivity for proposed solution.

The solution will rely on Cambium Point-to-Point Ethernet Microwave links provided by Motorola for backhaul connectivity.

1.3.2 Embracing Interoperability and Integration

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

1.3.2.1 Integration with the ASTRO 25 Network

The proposed console seamlessly integrates into the GMRS ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to City of Seagoville.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.3.2.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to City of Seagoville's needs.

1.3.2.3 Dual Site Link

The proposed console site for City of Seagoville is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and GMRS ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.3.3 Making Consoles Easy to Operate

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.3.3.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.3.3.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.3.3.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

////////////////////////////////////

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch positions with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.3.3.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed console facilitates immediate prioritization and resolution of emergency communications between City of Seagoville's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

////////////////////////////////////



Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.3.3.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.3.3.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between a dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch positions in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications



The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch position or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.3.4 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides City of Seagoville with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.3.5 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.

1.3.5.1 MCC 7500E Dispatch 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.



THE MCC 7500E DISPATCH CONSOLE

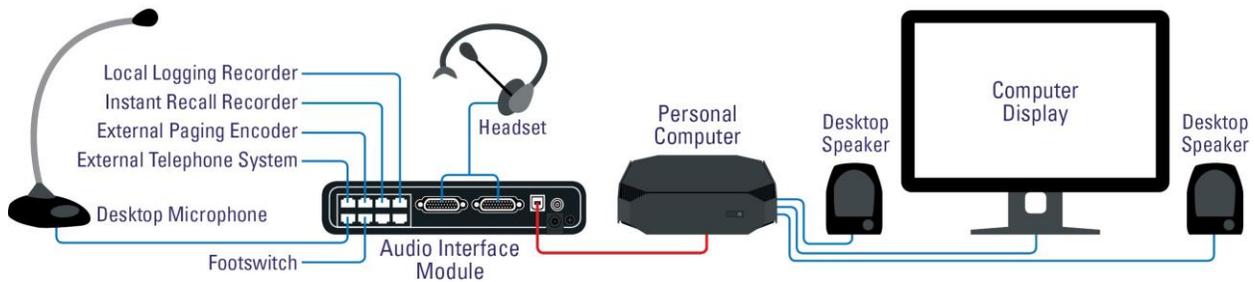


Figure 3: MCC 7500E Dispatch Position supports multiple accessories.

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 19" Computer Display.

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.

GCP 8000 Conventional Site Controller



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

APX 7500 Control Stations



The APX 7500 control station provides backup communications for 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 control station will be connected to a GGM 8000 as an interface to Mutual Aid audio or other systems to enable dispatchers to communicate with field users on the control station via the dispatch position. 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 the control stations.

Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software allows users to record two channels: radio, telephone, or 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.

In addition, the Instant Recall Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback that allows the user to playback more than one recording at the same time, and real-time audio monitor that 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 Recall window allows the user to immediately access the recordings. The Instant Recall 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.

SDM 3000 Auxiliary Input/Output Server



The SDM 3000 provides dispatchers with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched

inputs, as well as latched and interlocked latched outputs.

Enhanced Conventional Channel Gateway Equipment

An Enhanced Conventional Channel Gateway (ECCGWs) provides the interface for analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. The ECCGW can support combinations of analog, MDC 1200, ACIM Link, digital, and mixed mode channels simultaneously. An ECCGW can also be used in combination as a console site router or an RF site router, provided the WAN link is not redundant.

- **Analog Configuration**—The ECCGW provides two sets of ports that are used with analog channels. One set is called the Analog Ports and contains the analog inputs and outputs for the channels along with a COR/ Coded/ Clear input and a PTT Relay output. The other set is called the Supplemental I/O Ports and contains analog logging recorder outputs and various inputs that can be used with the analog channel.

1.4 BACKHAUL SOLUTION

Motorola partnered with Cambium Networks to provide two hops of PTP820 microwave radios using a 10MHz channel. The proposed links provide 50Mbps two-way throughput.

The desired two-way path reliability of 99.9999%. The path model used in the Pathloss 5 calculations is Vigants-Barnett. The clearance criteria used to set the dish heights is 1F1@ K=1.33.

The Cambium Networks licensed band PTP820G product line will be used to construct the McKenzie GMRS RF Site to Seagoville Dispatch and Water Tank Repeater sites. The McKenzie RF site is the hub location to get the traffic from the Seagoville system into Fort Worth core.

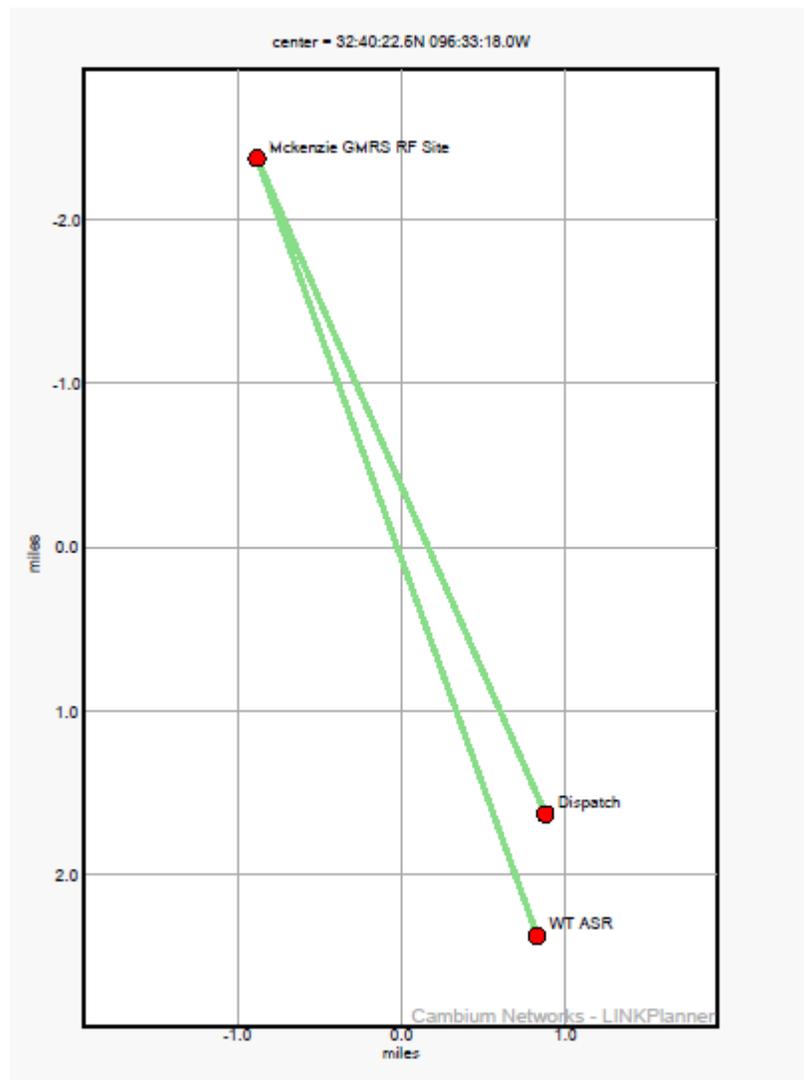


Figure 1 - Network Map

The PTP820G Split-Mount systems operate in the 6 to 38 GHz licensed bands, at up to 486 Mbps throughput (full duplex), and with user-configured channel bandwidths from 7 to 50 MHz and adaptive modulation of up to 1024QAM.

When deployed, the outdoor radio unit (RFU-C) and antenna are mounted on a tower or rooftop and connected via IF cable to the modem unit located inside a building or equipment housing unit.

A PTP 820G system consists of a PTP 820G indoor unit (IDU) and either one or two state-of-the-art RFU-C radio frequency units (RFUs). The RFU-C is designed for a broad range of interfaces and supports capacities from 10 Mbps to 500 Mbps. RFU-C operates in a wide range of spectrum bands, from 6 to 38 GHz.

RFU-C supports low to high capacities for traditional voice and Ethernet services, as well as PDH/SDH or hybrid Ethernet and TDM interfaces. Traffic capacity throughput and spectral efficiency are optimized with the desired channel bandwidth. For maximum user choice flexibility, channel bandwidths can be selected. RFU-C provides a range of modulations from QPSK to 1024 QAM.

Equipment Description:

- IP820G includes the following optional features:
- Multi-carrier package including two radio channels and radio interfaces.
- 16 x DS1 or 16 x E1 interfaces, with advanced support for TDM services.
- Dual-feed power option for power redundancy.
- PTP 820G is built specifically for tail/edge sites deployments. It is based on the same architecture and technology as PTP 820, and supports essentially the same feature set but in a fixed form-factor and on a scale that is optimized for tail/edge sites.

The following interfaces are supported:

- 6 x 1 GE interfaces total.
- 2 x dual mode GE electrical or cascading interfaces (RJ-45).
- 2 x GE electrical interfaces (RJ-45).
- 2x GE optical interfaces (SFP).
- Optional: 16 x DS1 or 16 x E1 interfaces.
- Single or dual radio interfaces (TNC).
- Single or dual power-feeds (-48v).
- Sync in/out interface.
- Management interfaces.
- Terminal—RS232 (RJ-45).
- 2x FE electrical interfaces (RJ-45).
- External alarms interface.

PTP 820G is based on a passive cooling design that does not require fans, for improved operational efficiency.

PTP 820G enables operators to maximize QoE with an improved customer experience by providing TCP-friendly backhaul. The system provides support for emerging services, standards, and networking protocols (future-proof). It also enables operators to reduce TCO by supporting rich, revenue-generating services, simplified management for reduced OPEX, and improved service availability and time-to-revenue.

PTP 820G provides an innovative packet backhaul services aggregation solution that is designed to meet the challenges faced by operators building next-generation wireless backhaul networks for delivery of packet-based services. Meeting these challenges requires the ability to maintain services with strict SLA by enforcing a services policy that guarantees and monitors service performance. It also requires the ability to manage the explosion of data by ensuring capacity allocation and traffic management under wireless link congestion scenarios.



PTP 820G maintains high capacity at the aggregation network, with modulation of up to 1024 QAM. The PTP 820G aggregation solution is based upon rich backhaul services and simplified management that are supported using personalized QoS (H-QoS), superb service OAM (CFM, PMs, service activation), and carrier-grade service resiliency (G.8032, MSTP).



Project Seagoville PTP LINKPlanner PTP Proposal Report

03 July 2018

vishal shah
Organization: Motorola
Phone: 8478949108
Email: vishalshah@motorolasolutions.com



center = 32:40:22.5N 096:33:18.0W

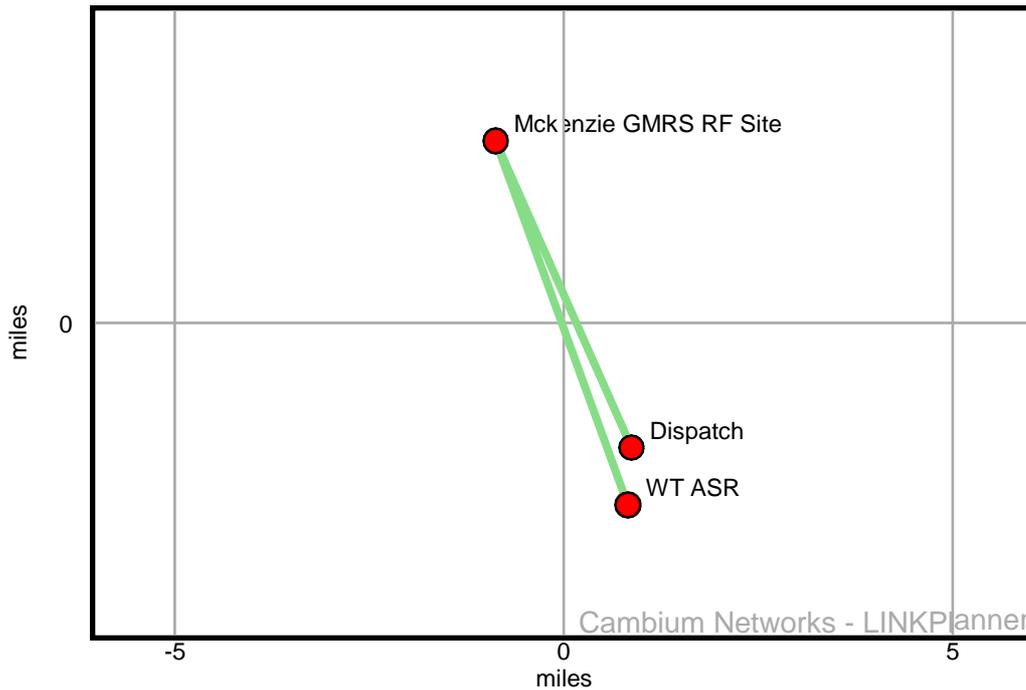


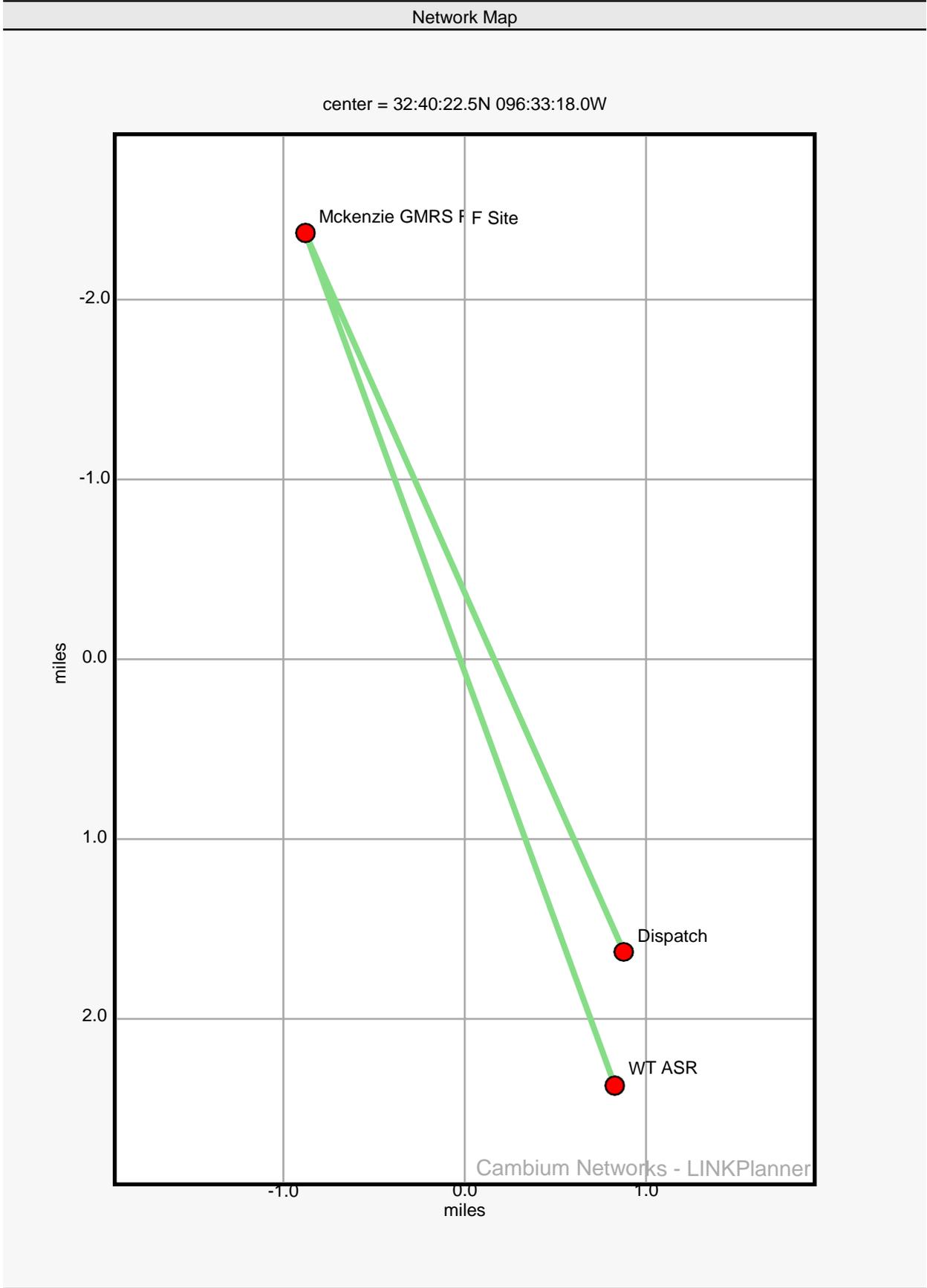
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1. Project Summary

Project: Seagoville PTP

General Information	
Customer Name	Seagoville
Company Name	
Address	
Phone	
Cell Phone	
Email	

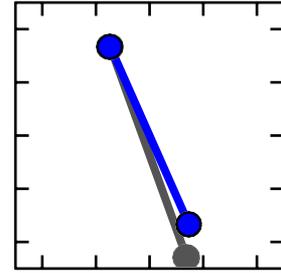


Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput
Dispatch to Mckenzie GMRS RF Site	PTPL6820G with RFU-C	Cambium Networks 3ft Single Pol (Global) N060082D128 - Remote	Cambium Networks 3ft Single Pol (Global) N060082D128 - Remote	101.81 Mbps
WT ASR to Mckenzie GMRS RF Site	PTPL6820G with RFU-C	Cambium Networks 3ft Single Pol (Global) N060082D128 - Remote	Cambium Networks 3ft Single Pol (Global) N060082D128 - Remote	101.81 Mbps

Bill of Materials : PTP Network		
Part Number	Qty	Description
01010419001	8	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable
07009304001	7	Hoisting Grip for CNT-400 cable
30010195001	2	50 Ohm Braided Coaxial Cable - 500 meter
C000082M001	4	PTP 820G, Single Modem, Eth Only
C060082R085	2	PTP 820 RFU-C,6LGHz,TR252A,Ch1W4,Hi,6181.74-6301.69MHz
C060082R086	2	PTP 820 RFU-C,6LGHz,TR252A,Ch1W4,Lo,5929.7-6049.65MHz
EW-E4PT82M1-WW	4	PTP 820G IDU (Single Modem) Extended Warranty, 4 Addl Years
EW-E4PT82RC-WW	4	PTP820G RFU-C Extended Warranty, 4 Additional Years
N000081L006	4	TNC Male Right Angle for CNT-400 braided cable
N000082D012	8	PTP 820 Gas Tube Surge Arrestor END KIT
N000082L082	4	PTP 820G Act.Key - Capacity 100M with ACM Enabled, per Tx Chan
N000082L121	4	PTP 820 RFU-C Pole Mount kit
N060082D128	4	PTP 820 3' ANT,SP,6GHz,RFU-C TYPE&Std UDR70 - Andrew. Available in all regions
N060082L003	4	PTP 820 RFU-C ADPT 6GHz Remote Mount Adaptor - UDR70
N060082L156	4	PTP 820 Flexible Twist,WR137,PDR70,48.0 inch,PDR70,6 GHz
N060082L158	8	PTP 820 FLX-HNGR-6Ghz
WB3616	4	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)



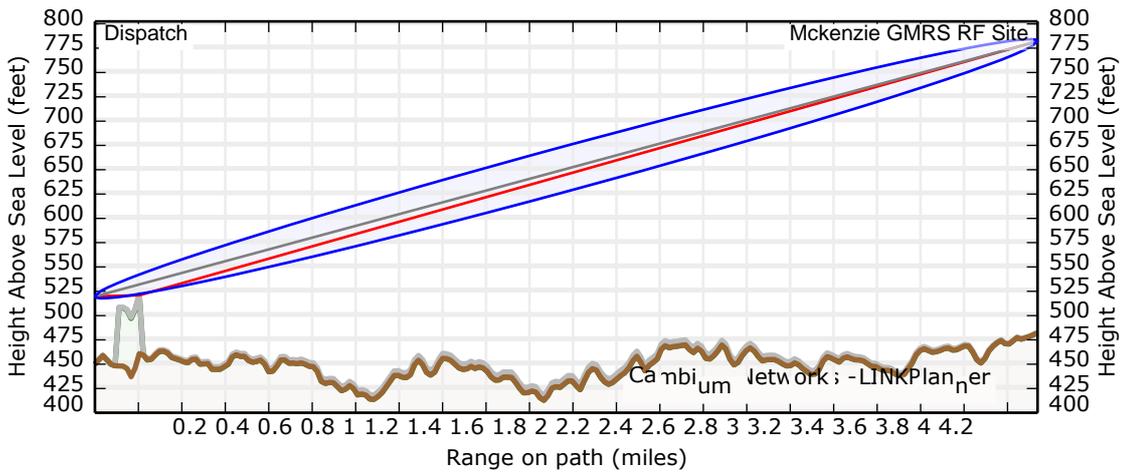
Dispatch to Mckenzie GMRS RF Site



Equipment: Cambium Networks PTPL6820G with RFU-C - 1+0

Cambium Networks 3ft Single Pol (Global)
N060082D128 - Remote @ 70 ft

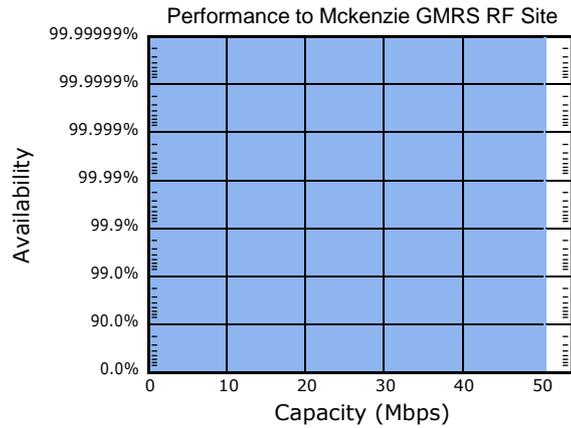
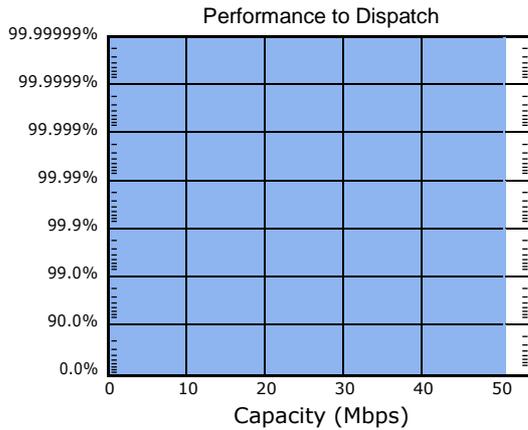
Cambium Networks 3ft Single Pol (Global)
N060082D128 - Remote @ 300 ft



	Performance to Dispatch	Performance to Mckenzie GMRS RF Site
Mean IP	50.9 Mbps	50.9 Mbps
IP Availability	100.0000 % for 5.0 Mbps	100.0000 % for 5.0 Mbps

Link Summary			
Link Length	4.339 mi.	Mean Aggregate Data Rate	101.8 Mbps
Band	Lower 6 GHz	Annual Link Availability	100.0000 %
Regulation	FCC	Annual Link Unavailability	0 secs/year
Modulation	5 - 128QAM	Frame Size	1518 Bytes
Bandwidth	10 MHz	T1 Channels	0
Total Path Loss	125.21 dB	TDM Availability	100.0000%
System Gain	162.81 dB	TDM Annual Unavailability	0 secs/year
System Gain Margin	37.60 dB	Prediction Model	ITU-R

Performance Charts



Climatic Factors, Losses and Standards

dN/dH not exceeded for 1% of time	-308.35 N units/km	Excess Path Loss	0.00 dB
Area roughness 110x110km	32.02 metre	Annual 2-way Availability	100.0000 %
Geoclimatic factor	2.47e-04	Annual 2-way Unavailability	0 secs/year
Fade Occurrence Factor (P0)	1.24e-04	Rain Availability	100.0000 %
Path inclination	11.45 mr	Rain Unavailability	0 secs/year
Value of K Exceeded for 99.99% (ke)	0.40	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Excess Path Loss at ke	0.00 dB	Diffraction Loss	ITU-R P.526-10
0.01% Rain rate	55.14 mm/hr	Propagation	ITU-R P.530-12
Free Space Path Loss	125.14 dB	Rain Rate	ITU-R P.837-5
Gaseous Absorption Loss	0.07 dB	Refractivity Index	ITU-R P.453-9
Profile Type	Line-of-Sight		

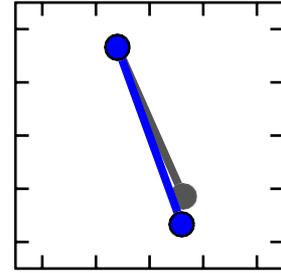
Bill of Materials

Part Number	Qty	Description
01010419001	3	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable
07009304001	3	Hoisting Grip for CNT-400 cable
30010195001	1	50 Ohm Braided Coaxial Cable - 500 meter
C000082M001	2	PTP 820G, Single Modem, Eth Only
C060082R085	1	PTP 820 RFU-C,6LGHZ,TR252A,Ch1W4,Hi,6181.74-6301.69MHZ
C060082R086	1	PTP 820 RFU-C,6LGHZ,TR252A,Ch1W4,Lo,5929.7-6049.65MHZ
EW-E4PT82M1-WW	2	PTP 820G IDU (Single Modem) Extended Warranty, 4 Adtl Years
EW-E4PT82RC-WW	2	PTP820G RFU-C Extended Warranty, 4 Additional Years
N000081L006	2	TNC Male Right Angle for CNT-400 braided cable

Bill of Materials (continued)		
Part Number	Qty	Description
N000082D012	4	PTP 820 Gas Tube Surge Arrestor END KIT
N000082L082	2	PTP 820G Act.Key - Capacity 100M with ACM Enabled, per Tx Chan
N000082L121	2	PTP 820 RFU-C Pole Mount kit
N060082D128	2	PTP 820 3' ANT,SP,6GHz,RFU-C TYPE&Std UDR70 - Andrew. Available in all regions
N060082L003	2	PTP 820 RFU-C ADPT 6GHz Remote Mount Adaptor - UDR70
N060082L156	2	PTP 820 Flexible Twist,WR137,PDR70,48.0 inch,PDR70,6 GHz
N060082L158	4	PTP 820 FLX-HNGR-6Ghz
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)



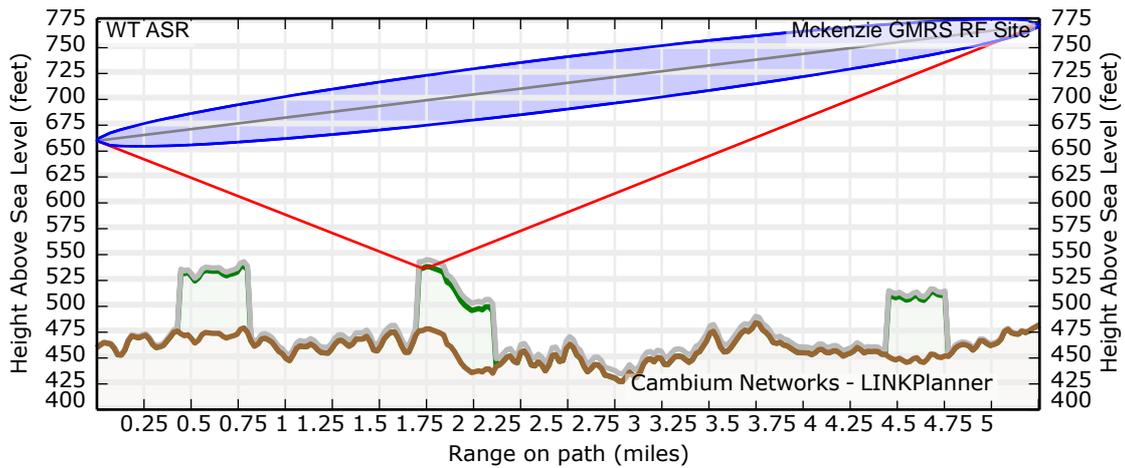
WT ASR to McKenzie GMRS RF Site



Equipment: Cambium Networks PTPL6820G with RFU-C - 1+0

Cambium Networks 3ft Single Pol (Global)
N060082D128 - Remote @ 200 ft

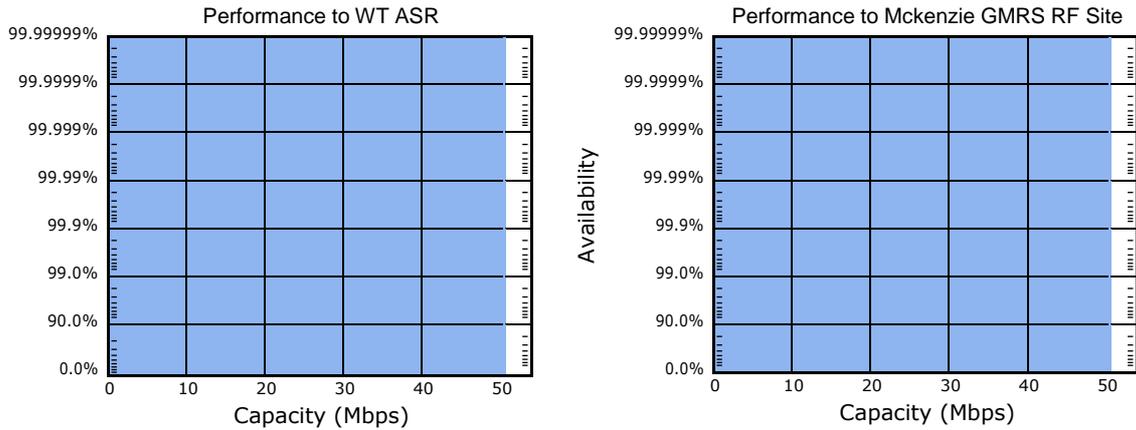
Cambium Networks 3ft Single Pol (Global)
N060082D128 - Remote @ 290 ft



	Performance to WT ASR	Performance to McKenzie GMRS RF Site
Mean IP	50.9 Mbps	50.9 Mbps
IP Availability	100.0000 % for 5.0 Mbps	100.0000 % for 5.0 Mbps

Link Summary			
Link Length	5.006 mi.	Mean Aggregate Data Rate	101.8 Mbps
Band	Lower 6 GHz	Annual Link Availability	100.0000 %
Regulation	FCC	Annual Link Unavailability	1 secs/year
Modulation	5 - 128QAM	Frame Size	1518 Bytes
Bandwidth	10 MHz	T1 Channels	0
Total Path Loss	126.46 dB	TDM Availability	100.0000%
System Gain	162.77 dB	TDM Annual Unavailability	1 secs/year
System Gain Margin	36.30 dB	Prediction Model	ITU-R

Performance Charts



Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-308.27 N units/km	Excess Path Loss	0.00 dB
Area roughness 110x110km	32.10 metre	Annual 2-way Availability	100.0000 %
Geoclimatic factor	2.47e-04	Annual 2-way Unavailability	1 secs/year
Fade Occurrence Factor (P0)	4.17e-04	Rain Availability	100.0000 %
Path inclination	4.24 mr	Rain Unavailability	0 secs/year
Value of K Exceeded for 99.99% (ke)	0.40	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Excess Path Loss at ke	0.00 dB	Diffraction Loss	ITU-R P.526-10
0.01% Rain rate	55.14 mm/hr	Propagation	ITU-R P.530-12
Free Space Path Loss	126.38 dB	Rain Rate	ITU-R P.837-5
Gaseous Absorption Loss	0.08 dB	Refractivity Index	ITU-R P.453-9
Profile Type	Line-of-Sight		

Bill of Materials		
Part Number	Qty	Description
01010419001	5	Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable
07009304001	4	Hoisting Grip for CNT-400 cable
30010195001	1	50 Ohm Braided Coaxial Cable - 500 meter
C000082M001	2	PTP 820G, Single Modem, Eth Only
C060082R085	1	PTP 820 RFU-C,6LGHZ,TR252A,Ch1W4,Hi,6181.74-6301.69MHZ
C060082R086	1	PTP 820 RFU-C,6LGHZ,TR252A,Ch1W4,Lo,5929.7-6049.65MHZ
EW-E4PT82M1-WW	2	PTP 820G IDU (Single Modem) Extended Warranty, 4 Adtl Years
EW-E4PT82RC-WW	2	PTP820G RFU-C Extended Warranty, 4 Additional Years
N000081L006	2	TNC Male Right Angle for CNT-400 braided cable

Bill of Materials (continued)		
Part Number	Qty	Description
N000082D012	4	PTP 820 Gas Tube Surge Arrestor END KIT
N000082L082	2	PTP 820G Act.Key - Capacity 100M with ACM Enabled, per Tx Chan
N000082L121	2	PTP 820 RFU-C Pole Mount kit
N060082D128	2	PTP 820 3' ANT,SP,6GHz,RFU-C TYPE&Std UDR70 - Andrew. Available in all regions
N060082L003	2	PTP 820 RFU-C ADPT 6GHz Remote Mount Adaptor - UDR70
N060082L156	2	PTP 820 Flexible Twist,WR137,PDR70,48.0 inch,PDR70,6 GHz
N060082L158	4	PTP 820 FLX-HNGR-6Ghz
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)

Disclaimer

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1.5 DESIGN ASSUMPTIONS

The proposed solution is contingent upon the following assumptions.

- Motorola assumes that there is sufficient space available at the Water Tank site and the Seagoville dispatch site for the proposed equipment.
- Motorola assumes that there is sufficient power/electric service available to support the new equipment the Water Tank and Dispatch sites for the proposed equipment.
- There is sufficient space available to install the proposed P25 system antenna and lines at all the sites.
- There is sufficient space available for control station antennas at the Seagoville Dispatch site and Fire Stations.
- There is sufficient space available for MW antenna and lines at all the sites.
- Motorola assumes that zoning and permitting if required will be a Customer responsibility.
- The customer will be responsible for acquiring the 700MHz frequencies for the proposed repeater site.
- Motorola assumes that the estimated ERPs are available at proposed sites.
- Motorola assumes that there are no critical in-building requirements for this design.
- AM detuning or electromagnetic emission studies will not be required.
- The sites have adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- Motorola will provide analog logging recorder interface from the proposed consolettes and MCC7500 console positions, and it will be City's responsibility to upgrade existing logging equipment. IP logging has not been included in the proposal.
- The proposed design includes the relocation of existing VHF repeater equipment from the current repeater site to the current receiver site location. It is assumed that the existing antenna system will be useable for this repeater with the existing duplexer. In case of performance issues of either the existing repeater or antenna system, additional equipment may be required at additional cost beyond what is proposed in this project.
- The existing VHF system will be reused for activation of the existing Outdoor Warning Siren (OWS) system. No equipment has been proposed for the OWS system
- GPS Solution
 - The customer has an existing mapping solution to display the GPS coordinates
 - Motorola's demarcation point will the firewall interface into the existing CAD/mapping solution. Motorola will not be responsible for integration on the actual mapping software and that will need to be coordinated with the current CAD vendor (CRIMES).
 - Cadence based GPS polling solutions require additional software and system capacity which have not been factored into this design. The proposed solution will only support manual polling of GPS coordinates.
 - It is assumed that the City will be permitted to use GMRS current IMW server, and load licenses to this existing hardware. No dedicated IMW server has been included



SECTION 2

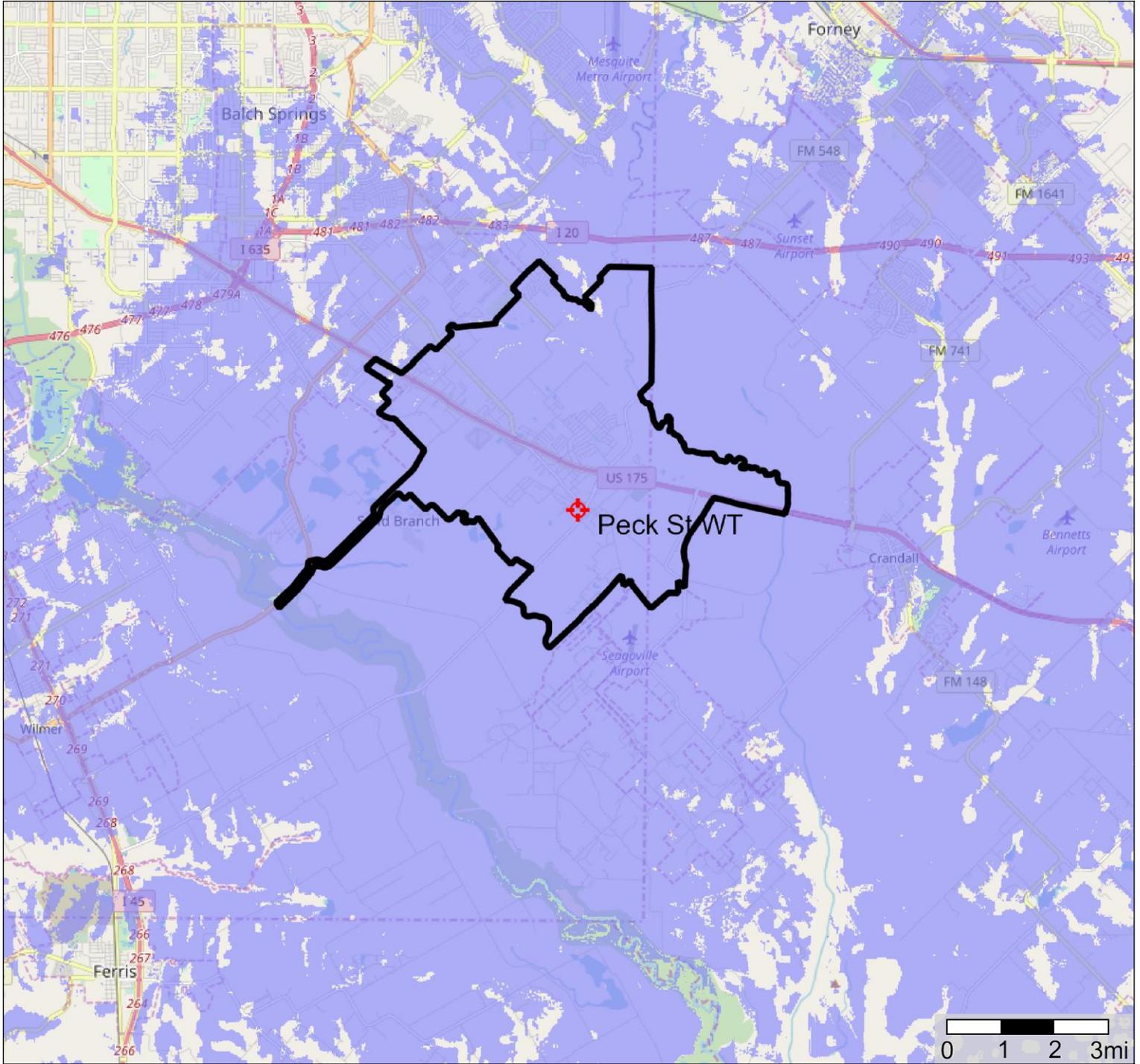
APPENDICES

The following appendices provide additional detailed information regarding our proposed solution.

2.1 COVERAGE MAPS

The following maps show the coverage provided by the proposed solution.

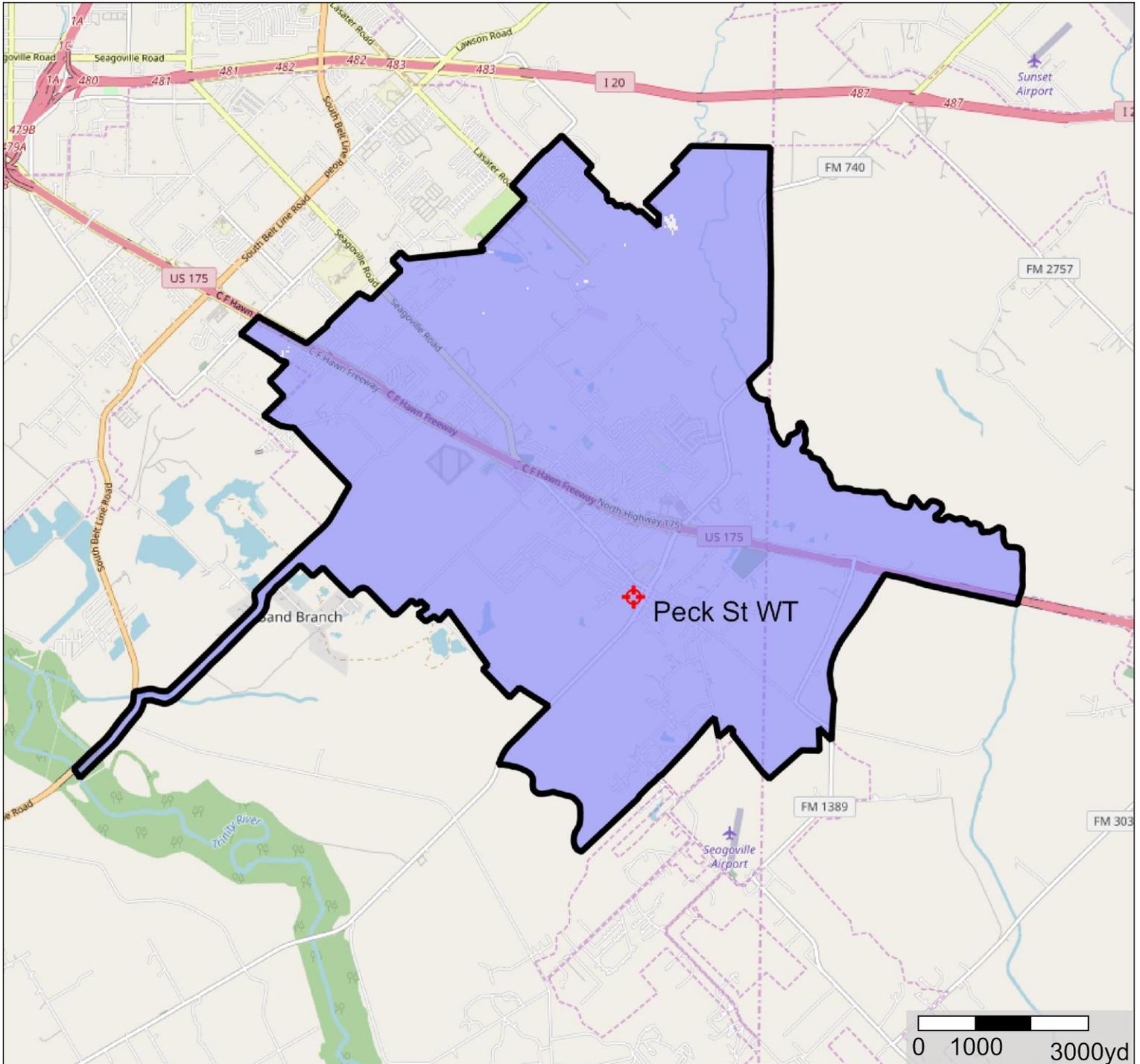




© OpenStreetMap contributors

Portable Config: APX6000, 2.5 W, 1/2 wave Flex Whip Antenna
 Tx/Rx at Hip in Swivel case with RSM

Scale 1 : 168178



© OpenStreetMap contributors

Portable Config: APX6000, 2.5 W, 1/2 wave Flex Whip Antenna
Tx/Rx at Hip in Swivel case with RSM

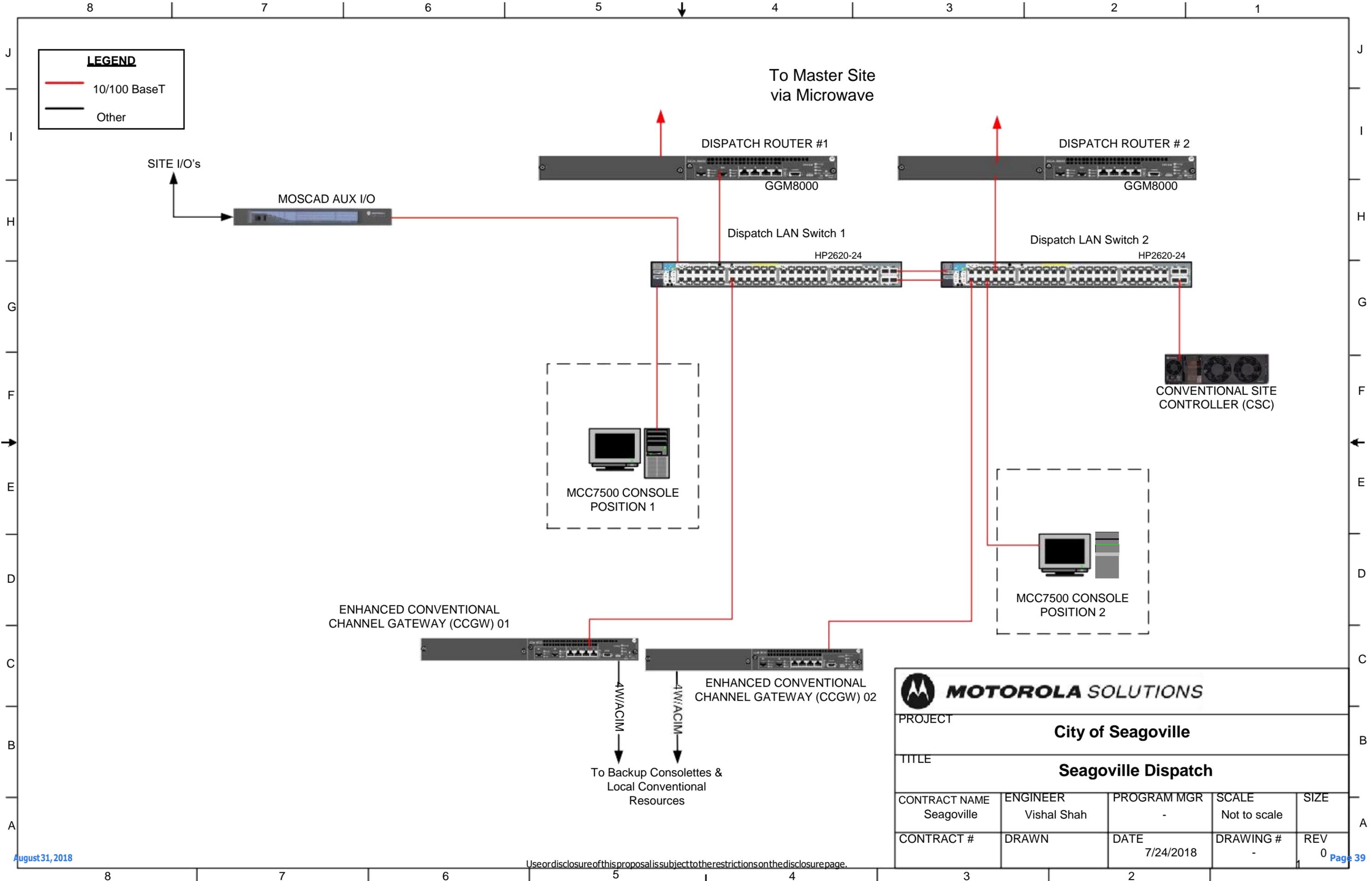
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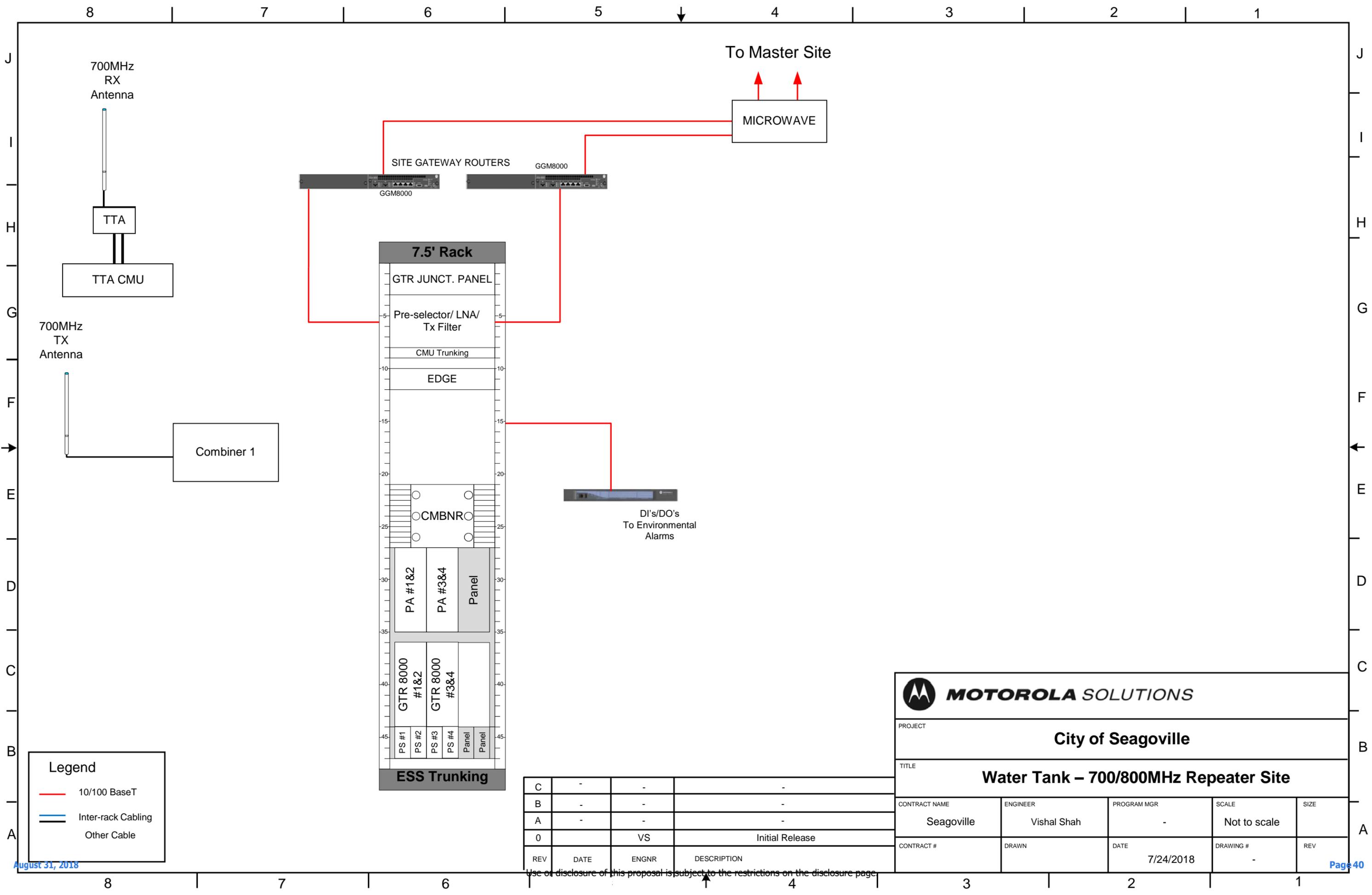
2.2 BLOCK DRAWINGS

Please find the block drawings of the sites used in the proposed solution, attached below.





MOTOROLA SOLUTIONS				
PROJECT				
City of Seagoville				
TITLE				
Seagoville Dispatch				
CONTRACT NAME	ENGINEER	PROGRAM MGR	SCALE	SIZE
Seagoville	Vishal Shah	-	Not to scale	
CONTRACT #	DRAWN	DATE	DRAWING #	REV
		7/24/2018	-	0

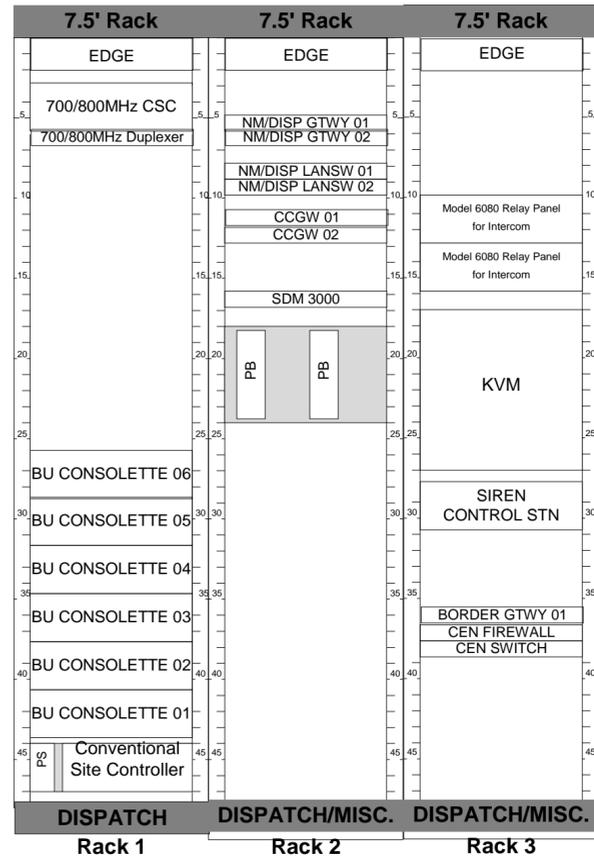


Legend

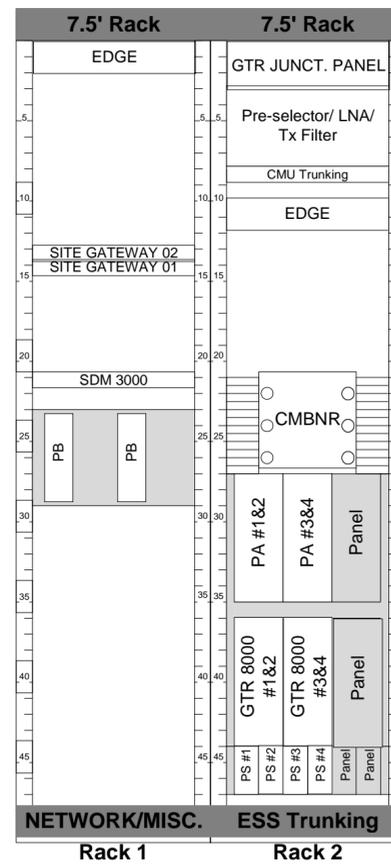
- 10/100 BaseT
- Inter-rack Cabling
- Other Cable

REV	DATE	ENGR	DESCRIPTION
C	-	-	-
B	-	-	-
A	-	-	-
0		VS	Initial Release

MOTOROLA SOLUTIONS				
PROJECT City of Seagoville				
TITLE Water Tank – 700/800MHz Repeater Site				
CONTRACT NAME	ENGINEER	PROGRAM MGR	SCALE	SIZE
Seagoville	Vishal Shah	-	Not to scale	
CONTRACT #	DRAWN	DATE	DRAWING #	REV
		7/24/2018	-	



PROJECT City of Seagoville				
TITLE Seagoville Dispatch				
CONTRACT NAME	ENGINEER VS	PROGRAM MGR -	SCALE Not to scale	SIZE
CONTRACT #	DRAWN	DATE 07/20/2018	DRAWING # -	REV



 MOTOROLA SOLUTIONS				
PROJECT City of Seagoville				
TITLE Water Tank Repeater Site				
CONTRACT NAME	ENGINEER	PROGRAM MGR	SCALE	SIZE
	VS	-	Not to scale	
CONTRACT #	DRAWN	DATE	DRAWING #	REV
		07/20/2018	-	



2.3 PRODUCT BROCHURES AND SPECIFICATION SHEETS

Please see product literature, included below.



800 MHz Corporate Collinear Antennas

746-870 MHz
CC807 Series



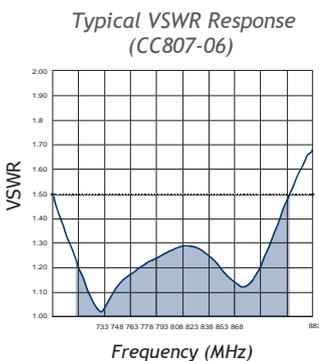
These industry leading PIM and PIP rated collinear arrays allow site operators to combine, with complete integrity, a large number of communications services into a single, low profile collinear antenna array.

The true corporate feed of these arrays maintains total pattern integrity over a very broad operating bandwidth, similar to that previously available only in exposed dipole configurations. This is now achieved in the preferred form factor of a fully enclosed fiberglass radome. The corporate collinears employ a unique corporate phasing system enabling precision control of the element placements ensuring phase purity resulting in exceptional bandwidth and electrical performance.

Gain is maximised and side lobes reduced dramatically. In a patented design approach the individual dipole elements are soldered to a brass support tube which is directly connected to the mounting tube and the lightning spike at the top of the antenna

Features:

- n500W Continuous Power rating for CC807-11, CC807-08, CC807-06
- n-150dBc Passive Intermodulation (PIM) rating
- n25 kW Peak Instantaneous Power (PIP) rating
- n Extraordinary bandwidth characteristics with superior pattern control
- nDC grounding on all elements for the ultimate in lightning protection and dissipation of static noise
- nPre-set downtilt variations of 1, 2, 3, 4 and 5 degrees are available on CC807-08 & CC807-11 Models (see notes)



Electrical Specifications

Model Number	CC807-03	CC807-06	CC807-08	CC807-11
Nominal Gain dBi (dBi)	3 (5.1)	6 (8.1)	8 (10.1)	10.5 (12.6)
Frequency MHz	746-870			
Tuned Bandwidth MHz	Full band			
VSWR (Return Loss)	<1.5:1			
Nominal Impedance Ω	50			
Vertical Beamwidth°	28	17	9	4.5
Horizontal Beamwidth°	Omni +/- 0.5dB			
Input Power W	250	500		
Passive IM 3rd order (2x20W) dBc	-150			
Peak Instantaneous Power (kW)	25			

Mechanical Specifications

Model Number	CC807-03	CC807-06	CC807-08	CC807-11													
Construction	Composite fiberglass sky, blue radome, aluminium mounting tube																
Length m (inches)	1.3 (51)	1.8 (71)	2.9 (114)	5.3 (209)													
Radome Diameter mm (inches)	76 (3)																
Weight kg (lbs)	4 (9)	7 (16)	12 (27)	22 (49)													
Shipping Weight kg (lbs)	8 (18)	11 (25)	18 (40)	30 (66)													
Shipping Dimensions mm (inches)	<table border="1"> <tr> <td>H</td> <td colspan="3">139 (6)</td> </tr> <tr> <td>W</td> <td colspan="3">139 (6)</td> </tr> <tr> <td>L</td> <td>1400 (55)</td> <td>1900 (75)</td> <td>3000 (118)</td> <td>5600 (220)</td> </tr> </table>				H	139 (6)			W	139 (6)			L	1400 (55)	1900 (75)	3000 (118)	5600 (220)
H	139 (6)																
W	139 (6)																
L	1400 (55)	1900 (75)	3000 (118)	5600 (220)													
Termination	7/16" DIN fixed female																
Suggested Clamps (not included)	2 x UC-114																
Invertible Mounting	Yes (1)																
Projected area cm ² (ft ²)	<table border="1"> <tr> <td>No Ice</td> <td>806 (0.9)</td> <td>1268 (1.4)</td> <td>2320 (2.5)</td> <td>4560 (4.9)</td> </tr> <tr> <td>With Ice</td> <td>1048 (1.2)</td> <td>1571 (1.7)</td> <td>2880 (3.1)</td> <td>5760 (6.2)</td> </tr> </table>				No Ice	806 (0.9)	1268 (1.4)	2320 (2.5)	4560 (4.9)	With Ice	1048 (1.2)	1571 (1.7)	2880 (3.1)	5760 (6.2)			
No Ice	806 (0.9)	1268 (1.4)	2320 (2.5)	4560 (4.9)													
With Ice	1048 (1.2)	1571 (1.7)	2880 (3.1)	5760 (6.2)													
Lateral Thrust @ 160km/h N (mph)	96 (22)	150 (34)	276 (62)	540 (121)													
Wind Gust Rating km/h (mph)	>240 (>150)																
Torque @ 160km/h Nm (100mph ft-lbs)	2- (15)	73 (54)	278 (205)	1032 (761)													

(1) Downtilt versions can not be field inverted.

Note: Pre-set downtilt variations of 1, 2, 3, 4 & 5 degrees are available in the following models CC807-08, CC807-11. Simply add -T1, -T2, -T3, -T4 or -T5 at the end of the model being ordered. E.g. CC807-08-T3, CC807-11-T3.

August 31, 2018

Use disclosed herein is subject to the restrictions on the disclosure page.

Page 44



Public Safety Non-Diversity/Diversity Tower Top Amplifier System

437-83I Migratable Series

Bird, TX RX Systems brand, is well known for its reliable Public Safety Mini AutoQuad and Dual Diversity TTA products. Now Bird has designed another innovative model that brings both technologies together. With this new design the TTA can be ordered with a fully redundant Low Noise Amplifier to support your current public safety, non-diversity system, then at a later time have the ability to migrate to a dual diversity system by simply changing a software setting at the Base Unit and adding the right deck configuration. The product can also be ordered preconfigured as a dual diversity system. As always the TTA's have the high performance specifications you have come to expect from Bird.

Tower Top Amplifiers increase receive sensitivity by improving total system noise figure. This can make all the difference for mission critical communications at the time you need it most. The TTA consists of two components: the tower top amplifier mounted close to the antenna and the base control unit. The base control unit is available in two styles, a CMU that is specifically designed to interface directly with one or two GTR8000 ESS receive networks and an MCU which is designed to interface directly to 16 individual receivers operating in single or dual diversity mode depending on the configuration.

Diversity Operating Mode:

The signals from two separate antenna paths are carefully matched to maximize the aperture gain of a dual diversity radio system. The TTA uses a single quadrature coupled Low Noise Amplifier (LNA) assembly for each network path.

Non-Diversity Operating Mode:

The signal is received from a single antenna path. The TTA uses two quadrature coupled Low Noise Amplifier (LNA) assemblies with built in intelligence to monitor the LNA health and automatically switch to the redundant LNA if needed. Manual switching between LNA's is also available through the base control unit.

FEATURES

- } Quadrature-coupled low noise amplifier (LNA) improves RX sensitivity.
- } PolyPhaser™ impulse suppressors provide protection from lightning.
- } High performance filtering in tower top and base control unit.
- } Compact, light weight, weather-resistant enclosure.
- } One rack-unit high base control unit.

APPLICATIONS

The TTA is designed to increase the performance of a Base Transceiver Station (BTS) while ensuring reliable communications for critical Public Safety applications. This increase in sensitivity can make up for the imbalance between mobile and handheld users in critical systems

The TTA is used when cable losses exceed 1.5 dB

Public Safety Non-Diversity/Diversity Tower Top Amplifier System

437-831 Migratable Series

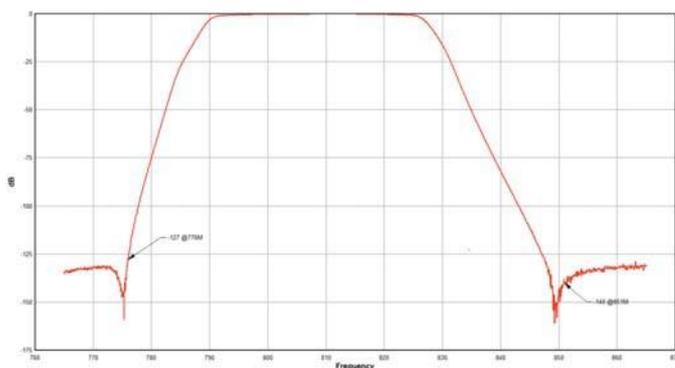
SYSTEM SPECIFICATIONS

Bandwidth	796 – 824 MHz
System Noise Figure	≤ 3.5 dB
System IIP3	MCU +12 dBm min CMU +15 dBm min
System Gain	MCU 15.0 +1/-0.25 dB * CMU 10.0 +/- 0.5 dB *
Filter Rejection	110 dB min, 776 and 851 MHz
Total Power Dissipation	30 W Nominal Dual Diversity 22W Nominal Non-Diversity

TOWER TOP AMPLIFIER SPECIFICATIONS

Frequency Range	796-824 MHz
Integrated Test Port Coupling	30 dB +/- 2 dB
Antenna Port RL	14 dB min
Power Requirements	12 VDC
Lightning Protection	Impulse suppression on all external ports
Operating Temp Range	-30°C to +60°C
Enclosure	NEMA 4 Style Enclosure
Connectors	N-Female
Enclosure Dimensions (HWD)	11.3"x7"x10.2"
Weight	25 lbs

700/800 MHz Composite TTA Filtering



A steep skirted TEM bandpass filter in the tower box augmented by a ceramic filter in the base unit provide a selective system window

BASE UNIT SPECIFICATIONS

MULTICOUPLER UNIT (MCU)

CONTROL MONITORING UNIT (CMU)

RF Input Impedance	MCU/CMU 50 ohms Nominal
Input RL	MCU/CMU 14 dB min
Power Requirements	MCU/CMU ± 48 VDC or 85-250 VAC 50/60 Hz, depending upon model and +12VDC battery backup
Operating Temperature	MCU/CMU 0°C to +50°C at non-condensing humidity
700/800 Dimensions	MCU/CMU 1 RU x 19" x 18"
Weight	MCU 11.5 lbs CMU 10.5 lbs

RESERVE GAIN ADJUSTMENT (EACH CHANNEL)

Coarse	MCU/CMU 0 – 10 dB in 0.5 dB steps
Fine (diversity mode)	MCU/CMU 0-1.0 dB in < 0.1 dB steps (Fine adjustment accommodates accurate channel to channel amplitude balance)

CONNECTORS

N-Female RF Connections	MCU/CMU	Main A, Main B and Test Lines
BNC Female	MCU/CMU	Input to Test Line and bypass (on front panel)
Ethernet RJ45	MCU/CMU	Access from front panel
Form C Contacts	MCU/CMU	Separate alarms for A and B Channels in diversity mode
16 BNC Female Outputs for each channel	MCU	Labeled RxA-1 through RxA-16 and RxB-1 through RxB-16
BNC Female	MCU	Outputs for splitting expansion
2 N Female Outputs for each channel	CMU	Labeled RxA, RxA-Test, RxB, RxB-Test

*System gain specified with 6 dB line loss from TTA output to RMC input.

Public Safety Non-Diversity/Diversity Tower Top Amplifier System

437-83I Migratable Series

PRODUCT PART NUMBER

Model Numbers	Motorola Model Numbers	Description
TTA Model Configured for Non-Diversity or Dual Diversity:		
437-83I-01-T	DS43783I01T	TTA, 796-824MHz, Non-Diversity or Dual Diversity Tower Top Box
Base Unit Models Configured for Dual Diversity:		
437-83I-01-C-110	DS43783I01C110	Control Monitoring Unit, 796-824MHz, Dual Diversity, Ethernet, 110VAC
437-83I-01-C-48	DS43783I01C48	Control Monitoring Unit, 796-824MHz, Dual Diversity, Ethernet, 48VDC
437-83I-01-M-110	DS43783I01M110	Multicoupler Unit, 796-824MHz, Dual Diversity, Ethernet, 110VAC
437-83I-01-M-48	DS43783I01M48	Multicoupler Unit, 796-824MHz, Dual Diversity, Ethernet, 48VDC
Base Unit Models Configured for Non-Diversity but migratable to Dual Diversity:		
437-83I-01M-C-110	DS43783I01MC110	Migratable-Control Monitoring Unit, 796-824MHz, Ethernet, 110VAC
437-83I-01M-C-48	DS43783I01MC48	Migratable-Control Monitoring Unit, 796-824MHz, Ethernet, 48VDC
437-83I-01M-M-110	DS43783I01MM110	Migratable-Multicoupler Unit, 796-824MHz, Ethernet, 110VAC
437-83I-01M-M-48	DS43783I01MM48	Migratable-Multicoupler Unit, 796-824MHz, Ethernet, 48VDC
437-83I-01M-C-Kit	DS43783I01MCKit	Migratable Kit-Control Monitoring Unit, 796-824MHz, Dual Diversity
437-83I-01M-M-Kit	DS43783I01MMKit	Migratable Kit-Multicoupler Unit, 796-824MHz, Dual Diversity
Optional Filtering:		
89-83N-01-03	DS8983N0103	798-824 MHz, 3 MHz Bandwidth Preselector, Non Diversity
89-83N-01-06	DS8983N0106	798-824 MHz, 6 MHz Bandwidth Preselector, Non Diversity
89-83N-01-09	DS8983N0109	798-824 MHz, 9 MHz Bandwidth Preselector, Non Diversity
89-83N-01-15	DS8983N0115	798-824 MHz, 15 MHz Bandwidth Preselector, Non Diversity
89-83N-01D-03	DS8983N01D03	798-824 MHz, 3 MHz Bandwidth Preselector, Dual Diversity
89-83N-01D-06	DS8983N01D06	798-824 MHz, 6 MHz Bandwidth Preselector, Dual Diversity
89-83N-01D-09	DS8983N01D09	798-824 MHz, 9 MHz Bandwidth Preselector, Dual Diversity
89-83N-01D-15	DS8983N01D15	798-824 MHz, 15 MHz Bandwidth Preselector, Dual Diversity
Optional Expansion Kits:		
75-83K-01	DS7583K01	Expansion Kit, 16-32 Ports, Non Diversity
75-83K-02	DS7583K02	Expansion Kit, 16-40 Ports, Non Diversity
75-83K-03	DS7583K03	Expansion Kit, 16-48 Ports, Non Diversity
75-83K-04	DS7583K04	Expansion Kit, 16-32 Ports, Dual Diversity
75-83K-05	DS7583K05	Expansion Kit, 16-40 Ports, Dual Diversity
75-83K-06	DS7583K06	Expansion Kit, 16-48 Ports, Dual Diversity
Mounting Bracket:		
91-00-123	DS9100123	TTA Mounting Bracket Kit



Bird Technologies



30303 Aurora Rd. | Solon, OH 44139 | 866.695.4569 | www.bird-technologies.com



Moto-TowerTopAmplifier-Diversity-NonDiversity-437-83ISeries-12012015



WIRELESS DISPATCH EVERYWHERE

APX™ 7500 MULTIBAND CONSOLETTA

Racing to an emergency or repairing a power outage, every moment matters as you mount a response. The right control station can make all the difference in making sure communications are clear, continuous and coordinated – across multiple users, agencies and miles.

The APX™ 7500 Consolette is the ideal complement to your dispatch console. It's the low cost, mid-power RF control station for the ASTRO® 25 system when you want a wireless dispatch solution. Plus, you can use it as an emergency backup station when infrastructure is off-line or for wireless access to different system types for increased interoperability between agencies.

CONNECT WITH CONFIDENCE

Designed for the APX 7500 mid power series and O5 control head, the APX 7500 Consolette combines forward-thinking technology with time-tested functionality. Project 25 Phase 2 technology delivers twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And its multiband operation assures seamless interoperability – so you can talk with confidence from a squad car or desk station, a job site across town or an incident in the next county.

MIGRATE AT YOUR OWN PACE

The APX 7500 Consolette is backwards and forwards compatible, developed to meet current P25 standards and future-ready to support new technology and data applications. Now you can achieve your interoperability objectives – whether upgrading an existing system or designing a new one – based on your dollars and deadlines.

BUILT FOR THE TOUGHEST TASKS

Innovative design and skillful engineering make the APX 7500 Consolette a tireless performer. It can be easily serviced or programmed without removing the lid and the robust metal housing assures extra durability. An integrated front panel numeric keypad on the APX 7500 Consolette gives you fast access to radio controls. And it meets stringent FCC and UL certifications for exceptional safety.

ROBUST AND MISSION-READY

When a power loss occurs, count on the automatic battery revert to connect your people 24/7. All you need is a DC source, such as a marine battery, to switch over automatically and keep communications going strong.

Rich in features, the APX 7500 Consolette gives you easy access to contact information with one unified call list and the largest number of interface connections to a wide variety of consoles and desk sets. What's more, an ACIM wireless interface provides back-up dispatch if your console's link to the ASTRO 25 trunked system is ever lost.

APX 7500 MULTIBAND CONSOLETTTE

STANDARD FEATURES

Available in 700-800 MHz, VHF, UHF R1, and UHF R2 bands

Up to 2000 Channels

Optional multiband operation

Trunking Standards supported:

- Clear or digitally encrypted ASTRO® 25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnalink, SmartNet®

Analog MDC-1200 and Digital APCO P25

Conventional System Configurations

Narrow and wide bandwidth digital receiver

(6.25 kHz equivalent/12.5 kHz/30 kHz/25 kHz)*

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated Encryption Hardware

Seamless Wideband Scan

Intelligent Priority Scan

Intelligent Lighting

Radio Profiles

Unified Call List

Tone remote control

Tactical Inhibit

Instant Recall

ACIM/CCGW interface including:

- ID decode
- Call alert encode

Interfaces supported:

- Recorder
- Wireline
- Vehicle Interface Port
- Crosspatch
- Headsets (2)**

110/220VAC operation with battery revert capability

VU Meter and Clock

Expansion Slot Standard



05 CONTROL HEAD FEATURES

Tri-color LCD display

- 4 lines: 2 lines text (14 characters), 1 line icons, 1 line soft menu keys
- 3 x 6 keypad microphone accessory with 3 programmable soft keys
- 5 programmable soft key buttons and 5 scroll-through menus with up to 24 programmable soft keys

2 configurations available:

- Full featured front panel
- Limited front panel

Customer Programming Software:

- Utilizes Windows 7, XP and Vista
- Supports USB Communications
- Built in FLASHport™ support

OPTIONAL FEATURES:

Enhanced Encryption Software Options

Programming over Project 25 (POP25)

Text Messaging

Over the Air Rekeying (OTAR)

Extended Dispatch Operation including:

- Emergency Alarm ACK Encode
- Radio Inhibit/Uninhibit Encode
- Radio Monitor Encode
- Radio Check Encode
- Status Query Encode
- Status Query Response Decode
- Status Update Decode
- Message Update Decode

*Per the FCC Narrowbanding rules, new products (APX7500 UHF R1 with UHF R2 Mid Power combination AND UHF R1 High Power with 700/800 MHz combination) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States – State & Local Markets only.

** Available on full featured models only.



AUXILIARY DISPLAY FEATURES

LCD display

3 soft menu buttons to activate or control the following Consolette features:

- Clock
- Volume Units Meter (VU)
- Crosspatch Linking
- Auxiliary Controls/VIP Activation
- Over-the-air Audible TX Alert Tones



PRODUCT SPEC SHEET
APX™ 7500 MULTIBAND CONSOLETTTE

SIGNALLING (ASTRO MODE)	
Signalling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

APX 7500 CONSOLETTTE	
Dimensions (W x D x H)	Limited Front Panel Configuration 16" x 18" x 4.2" (406 x 457 x 107mm) Full Featured Front Panel Configuration 16" x 18.75" x 4.2" (406 x 476 x 107mm)
Weight	Limited Front Panel Configuration 18.5 lbs (8.4 kg) Full Featured Front Panel Configuration 19.5 lbs (8.9 kg)

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS										
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power Adj [†]	10-30 Watts		10-35 Watts		10-50 Watts		10-40 Watts		10-45 Watts (450-485 MHz) 10-40 Watts (485-512 MHz) 10-25 Watts (512-520 MHz)	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015 %		±0.00015 %		±0.0002 %		±0.0002 %		±0.0002 %	
Modulation Limiting*	±5 kHz / ±2.5 kHz		±5 kHz / ±4 kHz (NPSPAC) /±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz		±5 kHz / ±2.5 kHz	
Modulation Fidelity (C4FM) 12.5kHz Digital Channel	±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz		±2.8 kHz	
Emissions*	Conducted+ -70/-85 dBc	Radiated+ -20/-40 dBm	Conducted+ -70 dBc	Radiated+ -20 dBm	Conducted + -85 dBc	Radiated -20 dBm+	Conducted + -85 dBc	Radiated -20 dBm+	Conducted+ -85 dBc	Radiated -20 dBm+
Audio Response [†]	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 & 20 kHz 12.5 kHz	-40 dB -34 dB	-40 dB -34 dB	-40 dB -34 dB	-50 dB -40 dB	-45 dB -40 dB	-45 dB -40 dB	-45 dB -40 dB	-45 dB -40 dB	-45 dB -40 dB
Audio Distortion*	2 %		2 %		2 %		2 %		2 %	

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS										
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2	
Frequency Range/Bandsplits	764-776 MHz		851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power at 3% distortion*	2.5W++		2.5W++		2.5W++		2.5W++		2.5W++	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.00015 %		±0.00015 %		±0.0002 %		±0.0002 %		±0.0002 %	
Analog Sensitivity* 12dB SINAD	0.25 µV	0.25 µV	0.25 µV	0.25 µV	Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV	Pre-Amp 0.2 µV	Standard 0.3 µV
Digital Sensitivity	1% BER 0.3 µV	0.3 µV	0.3 µV	0.3 µV	0.25 µV	0.4 µV	0.25 µV	0.4 µV	0.25 µV	0.4 µV
	5% BER 0.25 µV	0.25 µV	0.25 µV	0.25 µV	0.2 µV	0.3 µV	0.2 µV	0.3 µV	0.2 µV	0.3 µV
Intermodulation	80 dB		80 dB		80 dB		85 dB		85 dB	
Spurious Rejection	90 dB		90 dB		90 dB		90 dB		90 dB	
Audio Distortion at rated*	3.00 %		3.00 %		3.00 %		3.00 %		3.00 %	
Selectivity*	25 kHz 80 dB	80 dB	80 dB	80 dB	—	—	82 dB	82 dB	82 dB	82 dB
	12.5 kHz 65 dB	65 dB	65 dB	65 dB	70 dB	70 dB	70 dB	70 dB	70 dB	70 dB
	30 kHz —	—	—	—	90 dB	90 dB	—	—	—	—



PRODUCT SPEC SHEET
APX™ 7500 MULTIBAND CONSOLETTTE

POWER AND BATTERY DRAIN			
Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz		
Minimum RF Power Output	10-35 Watt (764-870 MHz), 10-50 Watts (136-174 MHz), 10-40 Watts (380-470 MHz), 10-45 Watts (450-485 MHz), 10-40 Watts (485-512 MHz), 10-25 Watts (512-520 MHz)		
AC Operation	110 to 220VAC 50-60Hz		
AC Current	110VAC: 0.85A (Idle/Rx) 1.7A (Tx) 220VAC: 0.42A (Idle/Rx) 0.85A(Tx)		
AC Surge Spec	EN6100-4-5 Level 5		
DC Operation	13.8V DC +/-20% Negative Ground		
Standby at 13.8V	1.25A (764-870 MHz), 1.25A (136-174 MHz), 1.25A (380-470 MHz), 1.25A (450-520 MHz)		
Receive Current at Rated Audio at 13.8V	1.5A (764-870 MHz), 1.5A (136-174 MHz), 1.5A (380-470 MHz), 1.5A (450-520 MHz)		
Transmit Current (A) at Rated Power	136-174 MHz (10-50 Watt) 380-470 MHz (10-40 Watt) 450-520 MHz (10-45 Watt)	13A (50W) 11A (40W) 11A (45W)	8A (15W) 8A (15W) 8A (15W)
			764-870MHz (10-35 Watt) 12A (50W) 8A (15W)

* Measured in the analog mode per TIA/EIA 603 under nominal conditions

+ Specs includes performance for the non-GNSS/GNSS bands
 ++ Output power into 20 Ohm internal speaker

Specifications subject to change without notice. All specifications shown are typical.

Radio meets applicable regulatory requirements.

ENCRYPTION	
Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature	-30°C / +60°C
Storage Temperature	-40°C / +85°C
Humidity	95% relative humidity
ESD	IEC 61000-4-2
Duty Cycle	EIA/TIA Intermittent Duty Cycle

FCC TYPE ACCEPTANCE ID	
FCC ID	BAND AND POWER LEVEL
AZ492FT5858	10-35 Watts (764-870 MHz)
AZ492FT3824	10-50 Watts (136-174 MHz)
AZ492FT7037	10-50 Watts (136-174 MHz) and 10-35 Watts (764-870 MHz)
AZ492FT7047	10-50 Watts (136-174 MHz) and 10-45 Watts (450-520 MHz)
AZ492FT4895	10-50 Watts (136-174 MHz) and 10-40 Watts (380-470 MHz)
AZ492FT4894	10-40 Watts (380-470 MHz)
AZ492FT7043	10-40 Watts (380-470 MHz) and 10-35 Watts (764-870 MHz)
AZ492FT4904	10-40 Watts (380-470 MHz) and 10-45 Watts (450-520 MHz)
AZ492FT4896	10-45 Watts (450-520 MHz)
AZ492FT7044	10-45 Watts (450-520 MHz) and 10-35 Watts (764-870 MHz)

For more information about how to interoperate without boundaries, visit motorolasolutions.com/apx

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R3-1-2051B





BE BETTER EQUIPPED TO BE MISSION READY

APX™ 4500 PROJECT 25 MOBILE RADIO

A downed power line or the city transit system coming to a halt during rush hour, when the unexpected strikes, you must interoperate seamlessly and securely with other agencies and responders – often across multiple Project 25 (P25) systems. You need to instantly connect and be informed to make better decisions and respond effectively. While the advanced technology of APX™ radios expertly equips you for the unexpected, your organization may be challenged to improve operating expenses.

That's where the APX 4500 P25 mobile radio fits the bill perfectly. It delivers all the benefits of TDMA technology in a compact P25 capable mobile. The APX 4500 brings together powerful technology in an easy-to-use radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter.

CONVENIENTLY SMALL, EASY TO INSTALL

The APX 4500 is designed to get the job done without getting in the way. A simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables.

Count on the APX 4500 to withstand wet, dusty and hazardous conditions, too. Its IP56 durability rating is the highest level of certification for uncompromising durability and world class quality in a mobile performer you can hose down.

KEEPS CREWS IN TOUCH, AND UP TO THE MINUTE

Safety runs in the APX family and the APX 4500 mobile is no exception. Like all our APX P25 radios trusted by responders worldwide, the APX 4500 mobile redefines safety. Your crews can count on quick, seamless interoperability and extended range – whether they are talking from the top of a pole or the bottom of a trench. You can depend on AES encryption for secure, tamperproof voice and data communications every time they connect.

With integrated GPS in the APX 4500, you can keep an eye on workers and assets you can't see, tracking their locations continuously. The O2 control head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. The intelligent lighting on the O2 control head notifies your workers when a call is received, an emergency arises, or when they are out of range. Plus, an enlarged multifunction knob makes it easy to use talk-group and volume settings when they're wearing gloves.

Over-the-air programming on the APX 4500 keeps your crews current in the field. You can update the latest mobile without interrupting voice communications while they work.

SIZED RIGHT FOR YOUR BUDGET

The APX 4500 lets you reuse many accessories which utilize the O5 and O3 control heads on XTL radios, so you can maximize your investment while you benefit from the latest technology. Since the APX 4500 is P25 Phase 2 capable for twice the voice capacity, you can add more users without adding more frequencies or infrastructure. It is backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.



APX™ 4500 SPECIFICATIONS

FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF, UHF, and 900 MHz.
Supports NPCS band (901-902 MHz and 940-941 MHz)

512 Channels

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone™, SmartZone Omnilink, SmartNet™

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver
(6.25/12.5/25/30 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Intelligent Priority Scan

Integrated Encryption Hardware

Integrated GPS/GLONASS for outdoor location tracking

Intelligent lighting

Radio profiles

Unified Call List

Meets applicable MIL-STD 810C, D, E, F, G

Ships standard IP56

Tactical Inhibit

Instant Recall

Customer Programming Software (CPS) supported on
Windows XP, Vista, 7 and 8

(Windows 7 or 8 required for CPS R12.00.00 [June 2014] and later)

- Supports USB Communications
- Built in FLASHport™ support

Re-uses XTL™ accessories, plus new
IMPRES accessories

OPTIONAL FEATURES:

AES Encryption

Programming over Project 25 (POP25)

Text Messaging

12 character RFID asset tracking

Tactical OTAR

APX 4500 CONTROL HEAD PORTFOLIO



02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 W speaker
- Multifunction volume/channel knob
- Night/day mode button

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS												
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		896-902 MHz 935-941 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power (Adjustable)*	10-30 W		10-35 W		10-50 W		10-40W		10-45 W (450-485 MHz) 10-40 W (485-512 MHz) 10-25 W (512-520 MHz)		1-30 W (896-901 MHz) (935-940 MHz) 1-3 W (901-902 MHz) (940-941 MHz)	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting*	±5/±2.5 kHz		±5/±4 (NPSPAC) /±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	1.5%		1.5%		2.5%		1.1%		1.1%		1.5%	
Emissions*	Conducted [†] -75/-85 dBc	Radiated [†] -20/-40 dBm	Conducted [†] -75 dBc	Radiated [†] -20 dBm	Conducted [†] -85 dBc	Radiated [†] -20 dBm	Conducted [†] -85 dBc	Radiated [†] -20 dBm	Conducted [†] -85 dBc	Radiated [†] -20 dBm	Conducted [†] -70 dBc	Radiated [†] -20 dBm
Audio Response*	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise 25 & 20 kHz 12.5 kHz	-50 dB -48 dB	-50 dB -48 dB	-50 dB -48 dB	-50 dB -48 dB	-53 dB -52 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	-53 dB -50 dB	— -45 dB	— -45 dB
Audio Distortion* 25 & 20 kHz 12.5 kHz	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	0.50% 0.50%	— 0.80%	— 0.80%

RECEIVER – TYPICAL PERFORMANCE SPECIFICATIONS												
	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits	764-776 MHz		851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		935-941 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power 3% distortion, 8/3.2 Ohm speakers	7.5/15 W		7.5/15 W		7.5/15 W		7.5/15 W		7.5/15 W		7.5/15 W	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Analog Sensitivity*	12 dB SINAD	-121 dBm (0.199 μV)	-121 dBm (0.199 μV)	-123 dBm (0.158 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Standard -120 dBm (0.224 μV)	Standard -121 dBm (0.200 μV)
Digital Sensitivity	5% BER	-121.5 dBm (0.210 μV)	-121.5 dBm (0.210 μV)	-123 dBm (0.158 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Pre-Amp -123 dBm (0.158 μV)	Standard -119 dBm (0.251 μV)	Standard -120 dBm (0.224 μV)	Standard -121 dBm (0.200 μV)
Intermodulation	25 kHz 12.5 kHz	82 dB 82 dB	82 dB 82 dB	84 dB 85 dB	86 dB 86 dB	82 dB 83 dB	86 dB 85 dB	82 dB 83 dB	86 dB 85 dB	82 dB 83 dB	86 dB 85 dB	— 82 dB
Spurious Rejection	91 dB		91 dB		95 dB		93 dB		93 dB		91 dB	
Audio Distortion at rated*	2%		2%		2%		2%		2%		2%	
Selectivity*	25 kHz 12.5 kHz 30 kHz	85 dB 75 dB —	85 dB 75 dB —	89 dB 77 dB 90 dB	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	83 dB 72 dB —	— 74 dB —

DIMENSIONS		
	Inches	Millimeters
Mid Power Radio Transceiver	2 x 7 x 6.4	50.8 x 178 x 163
O2 Control Head	2.7 x 8.1 x 2.1	69 x 207 x 53
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8.1 x 8.8	69 x 207 x 223
Mid Power Radio Transceiver and O2 Control Head Weight	5.28 lbs	2.45 kg

SIGNALING (ASTRO MODE)	
Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 – CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

RADIO MODELS	
700/800 (763-870 MHz)	M22URS9PW1AN
VHF (136-174 MHz)	M22KSS9PW1AN
UHF Range 1 (380-470 MHz)	M22QSS9PW1AN
UHF Range 2 (450-520 MHz)	M22SSS9PW1AN

GPS SPECIFICATIONS	
Channels	12
Tracking Sensitivity	-153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz, 896-941 MHz					
Minimum RF Power Output	2-30W (764-776 MHz), 2-30W (794-806 MHz), 2-35W (806-824 MHz), 2-35W (851-870 MHz), 1-50W (136-174 MHz), 1-40 W (380-470 MHz), 1-45 W (450-485 MHz), 1-40 W (485-512 MHz), 1-25 W (512-520 MHz), 1-30 W (896-901 MHz), 1-3 W (901-902 MHz), 1-30 W (935-940 MHz), 1-3 W (940-941 MHz)					
Operation	13.8V DC ±20% Negative Ground					
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)					
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)					
Transmit Current (A) at Rated Power	136-174 MHz (10-50 W)	13A (50 W)	8A (15 W)	764-870 MHz (2-35 W)	12A (35 W)	8A (15 W)
	380-470 MHz (10-40 W)	11A (40 W)	8A (15 W)	896-901 MHz (1-30 W)	10A (30 W)	7A(15 W)
	380-470 MHz (10-40 W)	11A (45 W)	8A (15 W)	935-940 MHz(1-30 W)	10A (30 W)	7A(15 W)
				901-902 MHz(1-3 W)	5A (3 W)	
				940-941 MHz(1-3 W)	5A (3 W)	

MOBILE MILITARY STANDARDS 810 C, D, E, F, G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot	501.5	I/A1
High Temperature Operation	501.1	II	501.2	II/A1	501.3	II/A1	501.4	II/Hot	501.5	II
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3	502.5	I/C3
Low Temperature Operation	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1	502.5	II
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I	506.5	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III	506.5	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.5	II-Aggravated
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand		-	510.2	II	510.3	II	510.4	II	510.5	II
Vibration Min. Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24	514.6	I-Cat.24
Vibration Loose Cargo	514.2	XI	514.3	II/3	514.4	II/3	514.5	II/5	514.6	-
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I	516.6	I, V, VI

ENCRYPTION

Supported Encryption Algorithms	AES and ADP
Encryption Algorithm Capacity	Single
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

* Measured in the analog mode per TIA/EIA 603 under nominal conditions

** Accuracy specs are for long-term tracking (95th percentile values > 5 satellites visible at a nominal -130 dBm signal strength)

† Specs includes performance for the non-GNSS/GNSS bands

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP56, MIL-STD

TRANSMITTER CERTIFICATION

700/800 (764-775, 793-805, 806-824, 851-869 MHz)	AZ492FT7055
VHF (136-174 MHz)	AZ492FT3826
UHF R1 (380-470 MHz)	AZ492FT4915
UHF R2 (450-520 MHz)	AZ492FT4916
900 MHz (896-901, 901-902, 935-940, 940-941 MHz)	AZ492FT5865

FCC EMISSIONS DESIGNATORS

FCC Emissions Designators	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E, 10K0F3E (for AZ492FT5865 only)
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Eaton 9170+ UPS



Features

- N+X redundancy for both power and logic eliminates system-level single point-of-failure
- Easily scalable to adapt to changing IT environments by simply adding power and/or battery modules
- True double-conversion design
- ABM[®] technology significantly increases battery service life
- Universal components fit in any order without affecting UPS operation
- Provides protection against all nine power problems
- Complete offering of power management software included to ensure data integrity
- Provides investment protection with a two-year limited warranty and a \$250,000 load protection guarantee (U.S. and Canada)

Product Snapshot

Power Rating:	3–18 kVA
Input Voltage:	200–240 Vac
Output Voltage:	200–240 Vac
Frequency:	50/60 Hz (auto-sensing)
Configuration:	Tower or rackmount

The Eaton[®] 9170+ UPS is uniquely designed to meet the ever-changing needs of customers with applications such as data centers, networks and call centers. Built for global deployment, the 9170+ is a scalable, modular, flexible solution that combines the highest level of reliability with the lowest cost of ownership in the 3–18 kVA range.

The 9170+ enables customers to build a power solution specific to their needs, with an expandable level of redundancy and increases runtimes through plug-and-play 3 kVA UPS and battery modules. The 9170+ can be configured to fit three-, six-, nine- or twelve-slot enclosures, and is available for tower and rackmount applications.

The 9170+ also features a Power Saver mode, a user-selectable feature that increases unit efficiency from 88% in normal operating mode to 97%. With its low initial investment, double-conversion technology, ABM battery management system and high-efficiency Power Saver mode, you never have to compromise reliability for efficiency.

Unique to the 9170+ is its global deployment capability. By using a high-frequency design, housing both logic and power in the power module, and offering a single-cabinet design, distributors and purchasing departments around the world have fewer system components to contend with, regardless of where the system is deployed.



Technical spotlight: Network level N+X redundancy

As business moves from a “bricks and mortar” model to “clicks and mortar,” the need for system availability at all levels of enterprise is rising exponentially. From servers to routers to telecommunication installations, the interdependence of the technological components of the wired world can make systems vulnerable to downtime. Many precautions and preventive measures are taken when designing the network, including power protection.

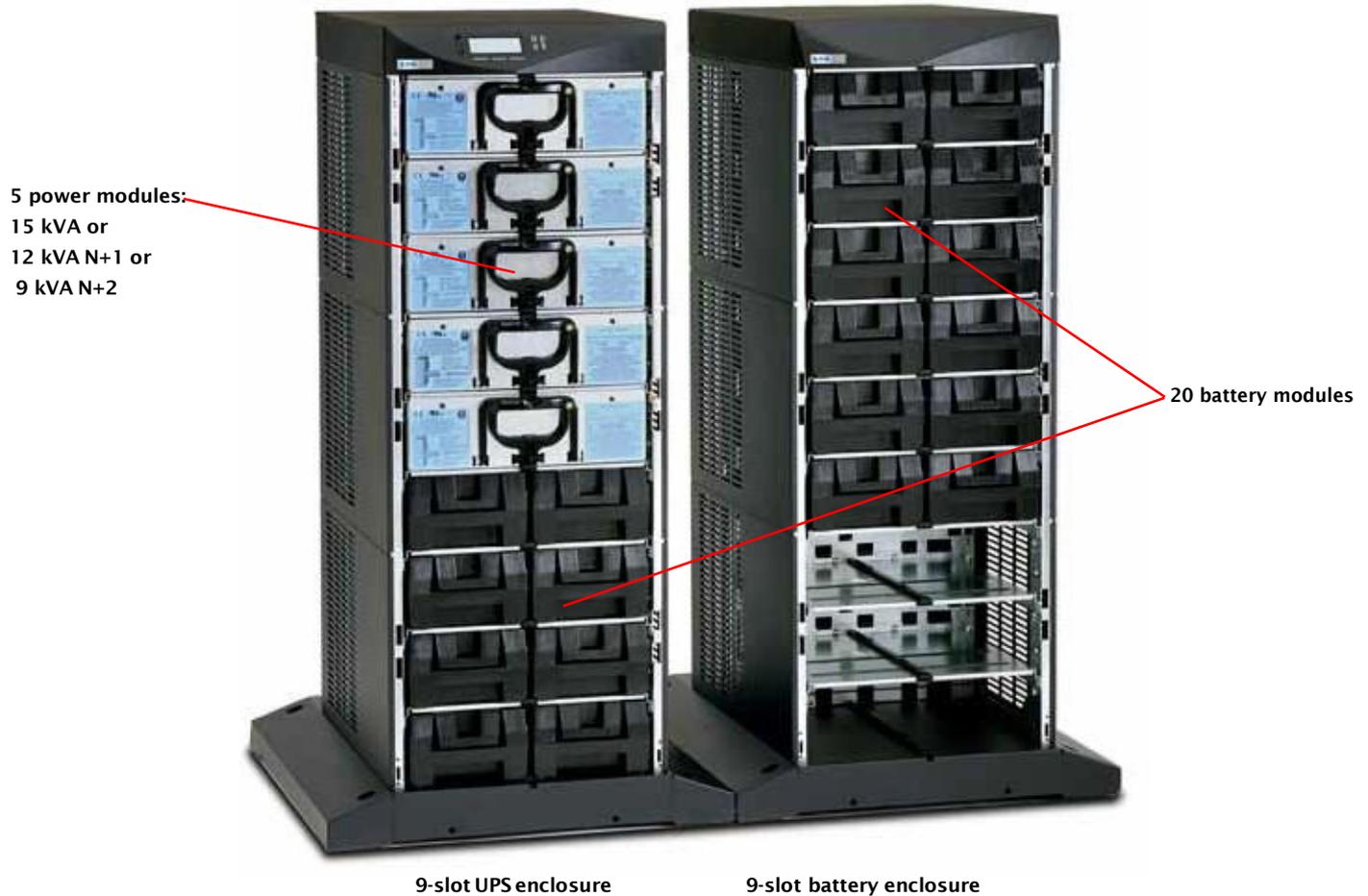
In this shifting world, however, it’s becoming more evident that simple power protection isn’t enough. A new level of reliability is needed, one with redundancy, and thereby system availability. Today users can opt for an even greater degree of redundancy, with N+1, N+2, N+3, etc. However, this level of redundancy can quickly become cost prohibitive if the user is creating redundant

systems with a single-module UPS. The 9170+ overcomes this potential obstacle with its modular design. Redundancy comes from the 3 kVA power modules plugged into the system. For example, if you have a 9 kVA solution, and are looking for N+2 redundancy, you only need a 15 kVA UPS (five power modules) with the 9170+, instead of 18 kVA. That’s because the five UPS modules run in parallel within the system, giving you N+2 redundancy, without the additional cost and space requirements.

The 9170+ eliminates a system-level single point-of-failure. Because both the logic and power are housed in the module and not in the enclosure, there is a redundancy for the entire UPS. This is a critical distinction when looking for multiple levels of redundancy in the UPS, as there is inherent vulnerability in a UPS that limits redundancy in any part of the system.

Sample configuration

With a variety cabinet sizes and a user-friendly design you can configure the scalable and redundant 9170+ with 3 kVA power modules and battery modules to grow with your requirements.



Pre-configured systems with hardwire inPut and outPut

model number	included items	Power rating	inPut connection	outPut connections	dimensions h x w x d (in/cm)	weight (LB/Kg)
PW3S3K	(1) 3-slot enclosure (1) power module (2) battery modules (1) caster kit	3 kVA expandable to 3 kVA N+1	Hardwired	Hardwired	19.5 x 17.0 x 25.5/ 49.5 x 43.0 x 65.0	155.0/69.9
PW6S3K	(1) 6-slot enclosure (1) power module (2) battery modules (1) caster kit	3 kVA expandable to 9 kVA N+X	Hardwired	Hardwired	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	155.0/69.9
PW6S6K	(1) 6-slot enclosure (2) power modules (4) battery modules (1) caster kit	6 kVA expandable to 9 kVA N+X	Hardwired	Hardwired	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	232.0/104.8
PW6S9K	(1) 6-slot enclosure (3) power modules (6) battery modules (1) caster kit	9 kVA expandable to 9 kVA N+X	Hardwired	Hardwired	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	346.0/156.7
PW9S9K	(1) 9-slot enclosure (3) power modules (6) battery modules	9 kVA expandable to 18 kVA N+X	Hardwired	Hardwired	47.0 x 24.0 x 28.5/ 119.5 x 61.0 x 72.5	389.0/176.7
PW12S9K	(1) 12-slot enclosure (3) power modules (6) battery modules	9 kVA expandable to 18 kVA N+X	Hardwired	Hardwired	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	427.0/193.7
PW12S12K	(1) 12-slot enclosure (4) power modules (8) battery modules	12 kVA expandable to 18 kVA N+X	Hardwired	Hardwired	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	504.0/228.6
PW12S15K	(1) 12-slot enclosure (5) power modules (10) battery modules	15 kVA expandable to 18 kVA N+X	Hardwired	Hardwired	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	581.0/263.5
PW12S18K	(1) 12-slot enclosure (6) power modules (12) battery modules	18 kVA expandable to 18 kVA N+X	Hardwired	Hardwired	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	658.0/298.4

Pre-configured systems with hardwire input and receptacles output options

PW6S3K-PD	(1) 6-slot enclosure (1) power module (2) battery modules (1) caster kit	3 kVA expandable to 9 kVA N+X	Hardwired	(2) L14-30R, (2) L6-30R, (12) 5-20R	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	192.0/86.9
PW6S6K-PD	(1) 6-slot enclosure (2) power modules (4) battery modules (1) caster kit	6 kVA expandable to 9 kVA N+X	Hardwired	(2) L14-30R, (2) L6-30R, (12) 5-20R	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	269.0/121.8
PW6S9K-PD	(1) 6-slot enclosure (3) power modules (6) battery modules (1) caster kit	9 kVA expandable to 9 kVA N+X	Hardwired	(2) L14-30R, (2) L6-30R, (12) 5-20R	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	346.0/160.7
PW9S9K-PD	(1) 9-slot enclosure (3) power modules (6) battery modules	9 kVA expandable to 18 kVA N+X	Hardwired	(2) L14-30R, (2) L6-30R, (12) 5-20R	47.0 x 24.0 x 28.5/ 119.5 x 61.0 x 72.5	389.0/176.7
PW12S9K-PD	(1) 12-slot enclosure (3) power modules (6) battery modules	9 kVA expandable to 18 kVA N+X	Hardwired	(3) L14-30R, (3) L6-30R, (12) 5-20R	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	427.0/193.7
PW12S12K-PD	(1) 12-slot enclosure (4) power modules (8) battery modules	12 kVA expandable to 18 kVA N+X	Hardwired	(3) L14-30R, (3) L6-30R, (12) 5-20R	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	504.0/228.6
PW12S15K-PD	(1) 12-slot enclosure (5) power modules (10) battery modules	15 kVA expandable to 18 kVA N+X	Hardwired	(3) L14-30R, (3) L6-30R, (12) 5-20R	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	581.0/263.5
PW12S18K-PD	(1) 12-slot enclosure (6) power modules (12) battery modules	18 kVA expandable to 18 kVA N+X	Hardwired	(3) L14-30R, (3) L6-30R, (12) 5-20R	60.7 x 24.0 x 28.5/ 154.5 x 61.0 x 28.5	658.0/298.4

Pre-configured systems with line cord input and receptacles output options

PW3S3K-LPD	(1) 3-slot enclosure (1) power module (2) battery modules	3 kVA expandable to 3 kVA N+1	L14-30P	(1) L14-30R, (1) L6-30R, (4) 5-20R	19.5 x 17.0 x 25.5/ 49.5 x 43.0 x 65.0	155.0/69.9
PW6S3K-LPD	(1) 6-slot enclosure (1) power module (2) battery modules	3 kVA expandable to 6 kVA N+1	14-50P	(2) L14-30R, (2) L6-30R, (12) 5-20R	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	192.0/86.9
PW6S6K-LPD	(1) 6-slot enclosure (2) power modules (4) battery modules	6 kVA expandable to 6 kVA N+1	14-50P	(2) L14-30R, (2) L6-30R, (12) 5-20R	33.3 x 17.0 x 25.5/ 84.5 x 43.0 x 65.0	269.0/121.8

Notes: 50/60 Hz automatic frequency selection. Input/Output voltages 208-240V or 100/200, 120/208, 127/220, 110/220 and 120/240V. Split phase power module offers both high and low output voltage. Universal power module offers only high output voltage. All 3- and 6-slot enclosure dimensions include caster kit.

uPs caBinet enCLosures with hardwire inPut and outPut connections

model number	Power rating	inPut connection	outPut connections	dimensions h x w x d (in/cm)	weight (LB/Kg)
PW9170+ 3-slot	3 kVA	Hardwired	Hardwired	17.8 x 17.0 x 25.5/ 45.0 x 43.0 x 65.0	66.0/30.0
PW9170+ 6-slot	3 to 9 kVA	Hardwired	Hardwired	31.5 x 17.0 x 25.0/ 80.0 x 43.0 x 65.0	103.0/47.0
PW9170+ 9-slot	3 to 18 kVA	Hardwired	Hardwired	47.0 x 24.0 x 28.5/ 119.5 x 61.0 x 72.5	158.0/72.0
Rackmount	3 to 18kVA	Hardwired	Hardwired	47.0 x 17.0 x 28.5/ 119.5 x 43.0 x 72.5	110.0/50.0
PW9170+ 12-slot	3 to 18 kVA	Hardwired	Hardwired	60.8 x 24.0 x 28.5/ 154.0 x 61.0 x 72.5	196.0/89.0
Rackmount	3 to 18 kVA	Hardwired	Hardwired	60.8 x 17.0 x 28.5/ 154.0 x 43.0 x 72.5	148.0/67.0
Battery cabinet enclosures					
6-slot battery cabinet	-	DC interconnect option ASY-0525 required	-	31.5 x 17.0 x 25.0/ 80.0 x 43.0 x 65.0	93.0/42.2
9-slot battery cabinet	-	DC interconnect option ASY-0525 required	-	47.0 x 24.0 x 28.5/ 119.5 x 61.0 x 72.5	148.0/67.1
12-slot battery cabinet	-	DC interconnect option ASY-0525 required	-	60.8 x 24.0 x 28.5/ 154.0 x 61.0 x 72.5	186.0/84.4
Available modules					
Split-phase power module	3 kVA/2.5 kW	-	-	4.2 x 14.1 x 15.3/ 10.6 x 35.8 x 38.9	17.0/7.7
Universal-phase power module	3 kVA/2.1 kW	-	-	4.2 x 14.1 x 15.3/ 10.6 x 35.8 x 38.9	17.0/7.7
Battery module	-	-	-	4.2 x 7.0 x 14.8/ 10.6 x 17.8 x 37.6	30.0/13.6
20-amp charger module	3 kVA	-	-	4.2 x 14.1 x 15.3/ 10.6 x 35.8 x 38.9	17.0/7.7

Technical specifications¹

electrical inPut

Voltage	208–240V or 200/100, 208/120, 220/110, 240/120 Vac
Voltage range	176–276V
Input power factor	.98
Frequency	50/60 Hz (±3 Hz)

electrical outPut

On utility voltage regulation	±3% of nominal
On battery voltage regulation	±3% of nominal
Efficiency mode	88% normal operation; 97% power saver (optional programmable)
Frequency regulation	±3 Hz online; ±0.1 Hz on battery

communications

LCD	4 x 20 character backlit display, programmable
Language support	English, French, Spanish and German
Communication ports	RS-232 (DB-9)
Communication slots	Two slots (standard)
SNMP capability	Web/SNMP enabled card options
Contact closures	Relay card option
Emergency power off (EPO) general	Input for external EPO

general

Topology	True double-conversion online
Diagnostics	Full system self-test on power up
UPS bypass	Automatic on overload or UPS failure
Dimensions & weights	See Pre-configured systems table_

environmental and safety

Safety markings	UL, cUL
EMC markings	FCC class A
Surge suppression	IEEE/ANSI C62.41
Audible noise	<50 dBA
Ambient operating/storage temperature	0 to 40°C (32 to 104°F)/ -20 to 40°C (60°C without battery) -4 to 104°F (140°F without battery)
Relative humidity	5% to 95%, non-condensing
REPO port	Meets NEC code 645-11 intent and UL requirements

Battery

Internal battery type	Sealed, lead-acid; maintenance free
Battery runtime	See Battery Runtimes on back page
Battery replacement	Hot-swappable
Recharge time	<4 hours standard

1. Due to continuing product improvement programs, specifications are subject to change without notice.



9170+ 9-slot configuration

LCD panel



Communication cards



3 kVA power or charger module (one per slot)



Battery module (two per slot)



Rackmount

Maximum performance

- The lowest overall cost of ownership is a direct result of the low initial investment, higher operating efficiencies and programmable high efficiency
- A UPS solution that is as easy to install and operate as a PC —universal components fit in any order in any slot without affecting the operation of the system or its protection of the critical load
- Featuring user-friendly LCD and two internal communication slots, which accept a wide variety of connectivity devices and the new ConnectUPS Web/ SNMP card
- Lightweight, high-performance power and battery modules weigh under 30 pounds for easy service and hot-swapping

Maximum reliability

- N+X power and logic redundancy eliminates single point-of-failure, providing highest reliability and availability
- Redundant modularity virtually eliminates downtime and enhances serviceability
- ABM technology significantly increases battery service life

Maximum availability

- Double-conversion online technology is universally recognized as providing the highest availability in an internet-centric global marketplace
- Provides protection against all nine common power problems

Maximum service plans

- Eaton Gold Plan Plus: Enhance and extend your standard UPS warranty with added assurance of knowing your UPS is installed and operating properly from the start
- Comprehensive coverage for the entire UPS
- On-site startup by authorized Eaton product representative
- Replacement UPS or module delivered to your location
- Original UPS or module picked up from your location
- Please call for details

Maximum flexibility

- Modular design delivers scalable, flexible solutions to constantly changing equipment requirements
- Easily expanded by installing additional power, charger or battery modules to support additional critical applications and devices
- Internal options: line cord, receptacles, communications
- External options: rackmount kit, casters (standard on 9- and 12-slot enclosures), extended runtime battery cabinets (housing up to 8 hours of additional runtime), wall-mounted maintenance bypass cabinets

Rackmount configurations

Adding yet another level of flexibility to the unique design of the 9170+ is the ability to configure it into a rackmount solution. Imagine all the standard benefits of the 9170+ installed in a standard 19-inch computer rack with return brackets.

9170+ runtime charts

IN MINUTES (FULL LOAD/HALF LOAD) SPLIT-PHASE MODULE ASY-0673												Load (VA) number of strings (two battery modules per string)		
	1 String	2 String	3 String	4 String	5 String	6 String	7 String	8 String	9 String	10 String	11 String	12 String		
3 kVA	6.5/16	16/40	27.5/67.5	40/98	53.5/132	67.5/167	83/204	98/242	115/283	132/324	149/365	167/408		
6 kVA		6.5/16	11/27.5	16/40	21.5/53.5	27.5/68	33.5/83	40/98	46.5/115	53.5/132	60.5/149	67.5/167		
9 kVA			6.5/16	9.5/23.5	13/31.5	16/40	20/49	23.5/58	27.5/67.5	31.5/78	35.5/88	40/98		
12 kVA				6.5/16	9/21.5	11/27.5	13.5/33.5	16/40	19/46.5	21.5/53.5	24.5/60.5	27.5/68		
15 kVA					6.5/16	8/20.5	10/25	12/30	14/35	16/40	18.5/45	20.5/50.5		
18 kVA						6.5/16	8/20	9.5/23.5	11/27.5	12.5/30	14.5/35.5	16/40		

	13 String	14 String	15 String	16 String	17 String	18 String	19 String	20 String	21 String	22 String	23 String	24 String		
3 kVA	185/456	204/501	223/549	242/595	262/640	283/692	302/750	323/790	345/850	365/900	387/955	408/1015		
6 kVA	75/185	83/204	90/223	98/242	106/262	115/285	123/302	132/324	140/345	149/365	157/388	167/408		
9 kVA	44/109	49/120	53.5/132	58/143	63/154	68/167	73/179	78/191	83/204	88/210	93/229	98/242		
12 kVA	30.5/75	33.5/83	37/90	40/98	43/106	46.5/115	50/123	53.5/132	57/140	60/149	64/157	68/167		
15 kVA	23/56	25/62	27.5/67.5	30/73.5	32.5/79.5	35/86	37.5/92	40/98	42.5/105	45/111	48/118	51/124		
18 kVA	18/44	20/49	21.5/53.5	23.5/58	25.5/63	27.5/68	29.5/73	31.5/78	33.5/83	35.5/88	38/93	40/98		

IN MINUTES (FULL LOAD/HALF LOAD) UNIVERSAL MODULE ASY-0674												Load (VA) number of strings (two battery modules per string)		
	1 String	2 String	3 String	4 String	5 String	6 String	7 String	8 String	9 String	10 String	11 String	12 String		
3 kVA	8/24	24/59	43/95	58/140	80/175	95/215	119/240	135/290	155/335	165/365	200/395	215/450		
6 kVA		8/24	16/40	24/59	32/83	40/103	49/114	58/140	69/156	83/175	90/190	103/205		
9 kVA			8/24	13/35	18/46	24/59	29/63	35/86	40/103	46/115	54/125	58/140		
12 kVA				8/24	13/33	16/40	19.5/43.5	24/59	29/70	33/80	36/90	41/100		
15 kVA					8/24	11.5/31	14.5/31.5	18/46	20.5/51	24/58	28/66	31/73		
18 kVA						8/24	11/31.5	13/36	15.5/41	18/45	20.5/51	24/58		

	13 String	14 String	15 String	16 String	17 String	18 String	19 String	20 String	21 String	22 String	23 String	24 String		
3 kVA	225/500	245/540	270/600	290/620	315/650	335/690	350/720	365/780	375/850	395/890	425/920	450/950		
6 kVA	113/335	123/255	135/273	143/290	148/315	156/333	165/350	175/365	183/385	190/395	198/420	205/440		
9 kVA	63/150	73/165	80/178	86/190	93/200	100/210	107/225	115/240	121/255	125/270	135/280	143/290		
12 kVA	47/110	52/121	56/130	58/140	65/147	70/156	75/165	80/175	85/185	90/195	95/205	100/215		
15 kVA	34/83	38/94	41.5/103	44.5/113	46.5/117	51/127	56/130	58/140	61/149	66/158	71/165	73/170		
18 kVA	27/65	31.5/72	34.5/77	36/83	38/94	41/100	44/105	45/115	48/122	54/131	57/137	58/140		

For additional information about the 9170+, please visit Eaton.com/9170+ or call **800.356.5794**.

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 Printed in USA
 9170PLFXA
 November 2012

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2.4 STATEMENT OF WORK

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

Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign resources.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule project kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Record and distribute project status meeting minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintain responsibility for third-party services contracted by Motorola Solutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete assigned project tasks according to the project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submit project milestone completion documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upon completion of tasks, approve project milestone completion documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present project scope and objectives.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review SOW responsibilities and project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present installation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present preliminary cutover plan and methods to document final cutover process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present configuration and details of sites required by system design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Validate that customer sites can accommodate proposed equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide approvals required to add equipment to proposed existing sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review safety, security, and site access procedures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Tasks	Motorola Solutions	City of Seagoville
Finalize site acquisition and development plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present equipment layout plans and system design drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide backhaul performance specifications and demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide heat load and power requirements for new equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide information on existing system interfaces.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide frequency and radio information for each site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Complete the required forms required for frequency coordination and licensing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Access, permitting, and licensing necessary to install system equipment 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)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide obstruction-free area for the cable run between the demarcation point and system equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios etc.).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply interior building cable trays, raceways, conduits, and wire supports.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide one-time mobilization of construction crews.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Sites meet physical requirements for equipment installation.		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment .	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pack and ship solution equipment to the identified, or site locations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive solution equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inventory solution equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of and inventory solution equipment with designated contact.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connect installed equipment to the provided ground system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Label equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Note any required changes to the installation for inclusion in the "as-built" system documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remove, transport, and dispose of old equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
Deliverable: Equipment installed.		
Antenna Transmission Line Installation		
Install antennas, including supplying and installing new side arm mounts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install tovertop amplifiers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install transmission lines required for system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide structure penetrations for transmission equipment (e.g. antennas or microwave line.).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install microwave waveguide and lines, as applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform sweep tests on transmission lines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supply and install ground buss bar at the bottom of each antenna support structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Antennas installed and grounded.		
ASTRO 25 Core and Remote Site installation and Configuration		
Configure ASTRO 25 system to support the new RF sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide required radio ID and alias information to enable alias database setup for interface to consoles.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Integrate the RF sites into the system to ensure proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: ASTRO 25 Core and remote site equipment installation completed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Connect console to circuit demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install PC workstation w/ keyboard and mouse, and monitor.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Develop templates for console programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform console programming and configuration.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Provide the locations of control stations and desk sets at each site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Survey mounting locations and develop control station installation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide adequate space, grounding, and power for the control station installation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
Provide an elevated antenna mounting location, and adequate feed-line routing and support.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install RF local control stations identified in the equipment list.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform control station programming.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Control station equipment installation completed.		
Develop Console and User Radio Fleetmap		
Review and determine modifications to existing fleetmap.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review fleetmapping requirements with Customer, including user ID and talk group structures.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Designate user group representatives for the user groups, to make timely decisions on their behalf.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide advisory input during fleetmap development.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Develop templates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Participate in a meeting to finalize any changes among user groups.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Review and approve fleetmap templates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Program the approved templates into a radio-programming template tool.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Program sample radios with approved templates and deliver for evaluation by Customer.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Program approved templates into console.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evaluate sample radios and provide feedback.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Approve templates.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Fleetmap plan completed and approved by Customer.		
Mobile Radio Installation and Programming		
Develop and approve prototypes for each type of mobile installation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test features and functionalities of the mobile templates.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide adequate number of vehicles for installations according to the project/installation schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
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.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Remove the existing mobiles from the vehicle at the time of installation of the new radios	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Mobile radios installed and accepted		
Portable Radio Programming and Distribution		
Pass all features and functionalities of the portable radio template.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Program test portable radios with each template version and activate them on the system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliver portable radios to authorized customer personnel and inventory upon receipt.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Distribute portable radios to end users.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Portable radios accepted and distributed.		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify that all audio and data levels are at factory settings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolve any minor task failures before Final System Acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present to the Customer for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Perform coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For any area that fails, take corrective action.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retest any areas for which corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document all issues that arise during the coverage testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submit final test reports, according to the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and approve test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completion of coverage testing and approval by Customer.		
Training		
Finalize schedule for training coursework.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide training facility.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct the training classes outlined in the Training Plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attend proposed training classes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Calibrate and tune existing user radios to ensure good working order.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	City of Seagoville
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Notify the personnel affected by the cutover of the date and time planned for cutover.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication with users regarding the project and schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cut over users and ensure that user radios are operating on system.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• 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.		
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>





Deliverable: All required documents are provided and approved. Final Project Acceptance.



SUPPORT PLAN

3.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of City of Seagoville's network and reduce system downtime, Motorola Solutions proposes our Advanced Plus Services offering to the City of Seagoville. Appropriate for customers who wish to leverage Motorola Solutions' 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 on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Subscriber White Glove service
- Network Updates.

These services will be delivered to City of Seagoville through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24x7x365 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.

3.2 SERVICES DESCRIPTION

3.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions support staff, located at our Service Desk and Solutions Support Center (SSC). 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 City of Seagoville's system.

Motorola Solutions will provide Service Desk response as a single point of contact for all support issues, including communications between City of Seagoville, third-party subcontractors and manufacturers, and Motorola Solutions. When City of Seagoville's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting City of Seagoville'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 tickets are opened by the Service Desk, 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 Solutions' 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 provide direct telephone support to City of Seagoville will also provide Network Event Monitoring to City of Seagoville'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 of Seagoville's system, often identifying and resolving anomalous events before they might affect user communications.

3.2.2 Field Service Delivery

On-site 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.

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

3.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, 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 Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes Network Hardware Repair with Advanced Replacement to the City of Seagoville. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot's FRU inventory upon repair completion. If City of Seagoville prefers to maintain their existing FRU inventory, City of Seagoville will be able to request a "loaner" FRU while their unit is being repaired.

3.2.4 Security Management Operations

The proposed Remote Security Patch Installation Service will provide City of Seagoville with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on City of Seagoville's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on City of Seagoville's network.

Once an update is fully tested and ready for deployment in City of Seagoville's system, Motorola Solutions will remotely install it onto City of Seagoville's system, and notify City of Seagoville that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.





3.2.5 Network Updates

With our proposed Network Updates Service, Motorola Solutions commits to sustain City of Seagoville's 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 City of Seagoville 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 City of Seagoville to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on City of Seagoville's personnel.

3.3 MOTOROLA SOLUTIONS 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 Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

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

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL9000/ISO9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

3.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of City of Seagoville's system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide City of Seagoville 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 City of Seagoville's 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 on-site 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 City of Seagoville that the system is restored to normal operation and request approval to close the case.

The White Glove subscriber service will provide the Cities with a weekly pickup service through our local service provider - Crosspoint Communications, who will provide first EcheLon service to the radios and manage repairs that may need to be done through the Motorola Depot.

3.3.3 Centralized Repair Management through Motorola Solutions' 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 City of Seagoville's 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 of Seagoville's system. All components being repaired are tracked throughout the process, from shipment by City of Seagoville to return through a case management system where users can view the repair status of the equipment via a web portal.

3.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for City of Seagoville, is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). (see the figure titled "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 of Seagoville'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 4: MyView Portal – Offers real-time, role-based access to critical system and services information.

PRICING

Please see the pricing summary included below.

4.1 EQUIPMENT AND SERVICES SUMMARY

Description	Price
Infrastructure Equipment (HGAC) and Services	\$ 1,669,932
Subscriber Equipment Packages + Additional options above GMRS Package	\$ 499,676
GMRS Contract System Incentive	(\$593,511)
Executed Contract and PO by November 30, 2018	(\$182,500)
TOTAL SYSTEM	\$ 1,393,597

SYSTEM PURCHASE AGREEMENT (Radio Systems)

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of ___, by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas (“Motorola” or “Seller”) and City of Seagoville, TX, a body corporate and politic (“Purchaser”).

WITNESSETH:

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

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

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

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 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 Purchaser now wish to enter into this System Purchase Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by the Purchaser.

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

Exhibit A General Provisions.

Exhibit B Motorola Software License Agreement.

Exhibit C Technical and Implementation Documents, consisting of: _____
all dated _____.

Exhibit D Motorola/H-GAC Contract dated May 1, 2018.

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

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

Section 1 SCOPE OF WORK

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

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

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

Section 2 SITES

This Agreement is predicated on the utilization of sites and site configurations, which have been selected either by the Purchaser or by Motorola and set forth in Exhibit C. In either situation, should it be determined by either Motorola or Purchaser during the course of performance on this Agreement that the sites or configuration selected are no longer available or desired, new or replacement sites or configuration will be selected and approved by both Motorola and the Purchaser. If any price or schedule adjustments are necessary as a result of these new or replacement sites, such adjustments will be added to this Agreement by change order in accordance with Section 4 of the General Provisions.

Section 3 SUBSURFACE/STRUCTURAL CONDITIONS

This Agreement is predicated upon normal soil conditions defined by E.I.A. standard RS-222 (latest revision). Should Motorola encounter subsurface, structural, adverse environmental and/or latent conditions at any site differing from those indicated on the specifications, or as used in the preparation of the bid price, the Purchaser will be given immediate notice of such conditions before they are further disturbed. Thereupon, Motorola and the Purchaser shall

promptly investigate the conditions and, if found to be different, will adjust the plans and/or specifications as may be necessary. Any changes that cause an adjustment in the contract price or in time required for the performance of any part of the contract shall result in a contract modification in accordance with Section 4 of the General Provisions.

Section 4 PERIOD OF PERFORMANCE

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

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

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

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

Section 5 ACCEPTANCE CRITERIA

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

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

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

Section 6 PAYMENT SCHEDULE

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

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

1. 80% of the total contract price will be invoiced immediately after the Equipment is shipped from Motorola's facilities;
2. 10% of the total contract price will be invoiced immediately after the Equipment is installed at the sites specified in the Exhibits; and
3. 10% of the total contract price will be invoiced immediately after System Acceptance.

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

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

D. Payments to Motorola shall be made as follows:

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

E. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of Motorola/H-GAC Contract dated May 1, 2018.

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

Section 7 PROJECT MANAGEMENT

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

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

Section 8 NOTICE ADDRESSES

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

B.

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

Section 9 ORDER OF PRECEDENCE

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

The main body of this Agreement.

Exhibit A General Provisions.

Exhibit B Motorola Software License.

- Exhibit C Technical and Implementation Documents, consisting of:_____.
- Exhibit E Warranty and Maintenance Plan and Service Terms and Conditions (if applicable)
- Exhibit D Motorola/H-GAC Contract dated May 1, 2018.

Section 10 DISPUTES

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

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

Section 11 SEVERABILITY

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

Section 12 HEADINGS AND SECTION REFERENCES

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

Section 13 SURVIVAL OF TERMS

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

Section 14 FULL AGREEMENT

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

Section 15 Prohibition of Boycott Israel

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 16 Immunities

Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the Customer may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

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

MOTOROLA SOLUTIONS, INC.

PURCHASER

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print - Block Letters)

Name: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Title: _____
(Print - Block Letters)

Date: _____

Date: _____

**EXHIBIT A
GENERAL PROVISIONS
MOTOROLA SOLUTIONS, INC.**

Section 1 STANDARDS OF WORK

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

Section 2 TAXES

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

Section 3 SHIPPING, TITLE AND RISK OF LOSS

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

Section 4 CHANGES IN THE WORK

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

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

Section 5 LIMITATION OF LIABILITY

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

Section 6 EXCUSABLE DELAYS

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

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

Section 7 DEFAULT

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

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

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

Section 8 DELAYS BY PURCHASER

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

Section 9 LICENSES/AUTHORIZATION

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

Section 10 INDEMNIFICATION

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

Section 11 WARRANTIES

A. **WARRANTY PERIOD.** Upon System Acceptance, the System Functionality representation described below is fulfilled. The Equipment and Motorola Software is warranted for a period of one (1) year after System Acceptance ("Warranty Period") in accordance with the applicable limited warranties shown below. In no event will the warranty period last longer than eighteen (18) months after the Equipment and Software

is shipped from Motorola. Purchaser must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties no later than one month after the expiration of the Warranty Period.

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

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

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

THIS WARRANTY DOES NOT APPLY TO

- a) Defects or damage resulting from use of the Equipment in other than its normal and customary manner.
- b) Defects or damage occurring from misuse, accident, liquids, neglect or acts of God.
- c) Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not provided by Motorola pursuant to this System Purchase Agreement.

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

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

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

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

Section 12 CONFIDENTIAL INFORMATION

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

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

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

Section 13 SOFTWARE LICENSE

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

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

Section 14 PATENT INDEMNIFICATION

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

same conditions, Motorola will pay all damages finally awarded against Purchaser by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

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

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

D. This Section 14 provides Purchaser's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Purchaser has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 5.

Section 15 DISCLAIMER OF PATENT LICENSE

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

Section 16 WAIVER

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

Section 17 GOVERNING LAW

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

Section 18 ASSIGNABILITY

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

Section 19 SURVIVAL OF TERMS

The following provisions will survive the expiration or termination of this Agreement for any reason: Section 2 (Taxes); Section 5 (Limitation of Liability); Section 7 (Default); Subsection 11.F (Disclaimer of Implied Warranties); Section 12 (Confidential Information); Section 13 (Software License); and Section 16 (Waiver); Section 17 (Governing Law) and Section 19 (Survival of Terms).

Section 20 ADMINISTRATOR LEVEL ACCOUNT ACCESS

Motorola will provide Purchaser with Administrative User Credentials. Purchaser agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Purchaser is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Purchaser may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Purchaser understands that changes made as the Administrative User can significantly impact the performance of the System. Purchaser agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User

may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Purchaser and Purchaser will pay Motorola on a time and materials basis for resolving the issue.

Section 21 MAINTENANCE SERVICE

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

Exhibit B

Software License Agreement

This Exhibit B, Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Seagoville ("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, disassembles, 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 Software and Documentation.

Section 3 GRANT OF LICENSE

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

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

Section 4 LIMITATIONS ON USE

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

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

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

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

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable

prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

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

Section 8 TERM AND TERMINATION

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

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

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

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

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

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. Licensee will not disclose the Software and Documentation to any third party except as permitted by this Agreement or expressly in writing by Motorola. Licensee will take necessary and appropriate precautions to maintain the confidentiality and guard against the unauthorized disclosure of the Software and Documentation. Licensee will limit access

to the Software and Documentation only to Licensee's employees who "need to know" and are authorized to use the Software and Documentation as permitted by this Agreement.

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. **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 or consent of Licensee.

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

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

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

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

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Technical and Implementation Documents

Exhibit D

**Motorola/H-GAC Radio Communications Equipment & Systems Agreement
dated May 1, 2018**

Exhibit E
Service Terms and Conditions

Motorola Solutions, Inc. (“Motorola”) and the customer named in this Agreement (“Customer”) hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 “Agreement” means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for the additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer’s notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re- perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non- conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than two (2) years after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writing unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

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

Section 16 MATERIALS, TOOLS AND EQUIPMENT

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

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Texas.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

Regular Session Agenda Item: 10

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Direct staff concerning the scheduling of Council Meetings for the month of November.

BACKGROUND OF ISSUE:

The first regularly scheduled Council Meeting for the month of November falls on November 5, 2018 which is the day before Election Day. Seagoville City Hall has been designated a polling location. All election equipment will be set up in the Council Chambers on November 5th. Staff is seeking Council's approval to have the first meeting for the month of November after Election Day on Monday, November 12, 2018. Staff is also seeking Council's approval to schedule the second meeting for the month of November on Monday, November 19, 2018 or cancel the second meeting if it is not deemed necessary.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff proposes scheduling the first November Council Meeting for Monday, November 12, 2018 and the second on Monday, November 19, 2018 or cancelling if it is not deemed necessary.

EXHIBITS

N/A

Regular Session Agenda Item: 11

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Discuss sidewalks on Seagoville Road

BACKGROUND OF ISSUE:

Mayor Pro Tem Epps requested this item be put on the Agenda.

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS:

Regular Session Agenda Item: 12

Meeting Date: **October 1, 2018**

Item Description

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between the Seagoville Economic Development Corporation (“SEDC”) and W. Parnell V, LLC, attached as Exhibit “A”; and providing an effective date.

BACKGROUND OF ISSUE:

The Applicant is the owner of the Chicken Express, a fast-food restaurant located at 1699 N. Highway 175, Seagoville, Dallas County, Texas. The Applicant desires to expand and remodel the current fast-food restaurant and to install an eight-inch (8") sewer line from Seagoville Road across the back of the property to the adjacent tract of land. The Applicant is seeking an Economic Development Incentive Grant in the amount of Sixty thousand Dollars and no cents (\$60,000.00) to provide financial assistance for the remodel of the fast-food restaurant and the infrastructure work to be performed.

On September 17, 2018, the SEDC approved an Agreement with the Applicant in the amount of \$60,000.00 for a business expansion project that entails remodeling the Chicken Express and the installation of infrastructure (sewer line) on the property located at 1699 N. U.S. Hwy. 175, Seagoville, Texas. Pursuant to State law, the SEDC conducted a public hearing on this economic development grant prior to entering into the Agreement.

State law requires the Governing Body of a municipality to approve grants funded by economic development corporations.

FINANCIAL IMPACT:

Economic Develop Incentive Agreement in the amount of \$60,000.00

EXHIBITS

- A. Economic Development Incentive Agreement
- B. SEDC Incentive Application
- C. Resolution

STATE OF TEXAS §
 § **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**
 COUNTY OF DALLAS §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and W. Parnell V, LLC, a Texas limited liability partnership (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company owns and operates a fast-food restaurant (hereinafter defined) on approximately 2.00 acres of land in Seagoville as described in Exhibit A (the “Land”); and

WHEREAS, the Company intends to make a Capital Investment of approximately \$550,000 to remodel and construct improvements to the restaurant including additional parking; and

WHEREAS, Company has purchased the adjacent property (hereinafter, "Adjacent Property") and intends to remodel the existing fast-food restaurant and construct a sewer line to run from Seagoville Road in a southeasterly direction for approximately 380 feet across the back of the property to the Adjacent Property (collectively, the “Improvements”); and

WHEREAS, SEDC desires the Company to improve the existing fast food restaurant and to construct the sewer line to serve the Adjacent Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to construct the Improvements on the Property will be an agreement for SEDC to provide a Grant (hereinafter defined) to reduce the cost of the Purchase of the Property; and

WHEREAS, the Improvements will expand current business, create new business and will result in the creation and retention of new jobs; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code (the “Act”) authorizes SEDC to provide economic development grants for the creation and retention of jobs; and

WHEREAS, SEDC has determined that the Grant to be made hereunder is required or suitable to create and retain new jobs and develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, SEDC has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“Adjacent Property” shall mean the approximate 1.010 acre tract of land, described as Tract 5, John D. Merchant Survey, Abstract 8510 and being commonly known as 1515 N. Kaufman, in the City of Seagoville, Texas.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Building” means an approximately 3,100 square foot building constructed for retail/restaurant uses, as defined by Article 25.02 of the City of Seagoville Code of Ordinances.

“Capital Investment” shall mean the total costs of design and construction of the Improvements (inclusive of all hard and soft costs).

“City” shall mean the City of Seagoville, Texas, acting by and through its city manager, or designee.

“Commencement Date” shall mean the later of: (i) the date the first construction permit is issued; and (ii) the date the final inspection has been completed by the City and the fast-food restaurant is open for business and serving the citizens of the City and its visitors.

“Company” shall mean W. Parnell V, LLC, a Texas limited liability company.

“Company's Lender” shall mean one or more lenders selected by Company (in its sole discretion) to provide a construction loan to construct the Project.

“Construction Plans” shall mean the plans and specifications for the Improvements (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean two-years, six-months (2.5 years) following the Date the first permit is issued.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“FTE Position” or “FTE” means (a) one Full-Time Position or (b) two or more Part Time Positions filled by individuals working for the Company a combined total of at least 1800 hours during the Grant Year either under contract or as an employee.

“Full-Time Position” means a position for which an individual is scheduled to work at least 1800 hours in a twelve-month period during the Grant Year for the Company either under contract or as an employee.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, authority on Company with respect to the Project or any property or any business owned by Company within the City.

“Improvements” collectively means the building housing the fast-food restaurant, the common-areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property, including a sewer line to run from Seagoville Road in a southeasterly direction for approximately 380 feet across the back of the property to the Adjacent Property.

“Property” shall mean the real property described in **Exhibit “A”**.

“Project” means, collectively, (i) the improvements to the existing fast food establishment and (ii) the sewer line to be constructed along the back of the Property from Seagoville Road to the Adjacent Property.

“Project Commencement Date” shall mean the date that is ten (10) business days after City approval of this Economic Development Agreement.

“Required Use” shall mean the continued operation of the retail fast-food restaurant and related amenities open to the public and serving the adjacent business community and the citizens of the City.

“Sales Tax Certificate” shall mean one or more Sales Tax Area Reports that list the amount of Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable calendar year, or if a Sales Tax Area Report is not available or to the extent a Sales Tax Area Report does not include particular Sales Tax Receipts, a certificate or other statement, containing the information required as set forth herein, in a form provided by the Company reasonably acceptable to the SEDC setting forth Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable year, together with such supporting documentation required herein, and as the SEDC may reasonably request.

“Sales Tax Receipts” shall mean the City of Seagoville’s receipts of Sales and Use Tax from the State of Texas from (i) the Company’s collection of Sales and Use Tax as a result of sales of Taxable Items for the applicable year at the Property, and (ii) from the Company’s payments to vendors or directly to the State of Texas of Sales and Use Tax on purchases of Taxable Items Consummated at the Property. For clarity, Sales Tax Receipts does not include Sales and Use Taxes retained by the State of Texas, rather than paid to the City, as the State of Texas’ administrative fee for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503.

“SEDC” shall mean the Seagoville Economic Development Corporation a Texas non-profit corporation organized as a Type B corporation pursuant to the Act.

“Zoning” means the rezoning of the Land by a planned development ordinance or other ordinance approved by the City subject to certain conditions consistent with the terms of this Agreement and which shall include but shall not be limited to development and area regulations, conceptual plan, permitted and prohibited uses, architectural design of buildings and structures, signage, building elevations, landscape plan and other submittals and approvals required by the applicable City ordinances and regulations.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Fast-Food Restaurant

3.1 Construction Plans. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the improvements to the existing fast-food restaurant and the sewer line. Prior to Commencement of Construction, Company shall submit the Construction Plans for approval by City. Company

shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within ten (10) business days following the Project Commencement Date.

3.2 Remodel of Fast-Food Restaurant. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Improvements to the Fast-Food Restaurant located on the Property in accordance with the Zoning and the approved Construction Plans. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Fast-Food Restaurant Improvements to occur on or before ten (10) business days following City approval of the Construction Plans; and subject to events of Force Majeure, cause Completion of Construction of Fast-Food Restaurant to occur within six (6) months after the date of Commencement of Construction.

3.3 Construction of Sewer Line. Subject to the terms and conditions of this Agreement, the Company agrees to design and construct, or cause to be designed and constructed, the eight inch (8") sewer line, from Seagoville Road in a southeasterly direction for approximately 380 feet across the back of the Property, connecting to the Adjacent Property.

3.4 Casualty and Condemnation. If the Fast-Food Restaurant is damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Fast-Food Restaurant, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Fast-Food Restaurant to substantially the condition it was in before the Casualty.

3.4 Capital Investment. The total Capital Investment by the Company shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00).

3.5 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, or earlier termination, the Fast-Food Restaurant shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Fast-Food Restaurant in conformance with the Required Use to cease for more than thirty (30) days, except in connection with and to the extent of an event of Casualty or Force Majeure.

Article IV Performance Grant

4.1 Subject to the obligation of Company to repay the Grant pursuant to Section 6.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC shall provide the Grant to Company of Sixty Thousand Dollars (\$60,000.00), in the form of two installments, half of which will be paid upon receipt of final construction permits from the City for the remodel of the Improvements, as defined herein; and the second half of which will be paid upon approval of the Improvements by the City.

4.2 Not later than fifteen (15) calendar days after the date of Final Completion (as defined herein) of the Improvements, Company shall deliver to SEDC copies of all records, contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to evidence the final costs for the design and construction of the Improvements. In the event the final total costs of the design and construction of the Improvements, as reasonably verified by SEDC, are less than Five Hundred and Fifty Thousand Dollars (\$550,000.00), the Parties shall determine as a percentage how much was paid with respect to the actual costs for the design and construction of the Improvements. If after making the calculation in the preceding sentence it is determined that the company did not invest \$550,000.00 in Capital Improvements the Company shall, at SEDC's option, pay the SEDC the difference in value.

4.3 SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4.4 Current Revenue. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article V **Conditions to Economic Development Grant**

The satisfaction by Company of the terms and conditions of this Agreement are subject to each of the following conditions:

5.1 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

5.2 Project Construction. Company shall cause the design, commencement and completion of construction of the Improvements in accordance with this Agreement. This includes the reconstruction and development of the retail fast-food restaurant establishment.

5.3 Capital Investment. The Capital Investment shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00) as of the date of Completion of Construction of the Project.

5.4 Performance Criteria. Company shall continuously operate a retail fast-food restaurant on the Property, and shall:

(a) Beginning on the Completion of Construction Date and continuing thereafter for a period of at least two and one-half (2.5) calendar years the Company shall maintain at least five (5) Full-Time Equivalent (FTE) Employment Positions. Company shall, within the first thirty (30) days of the end of each calendar year following the first full calendar year after completion of construction, and within thirty (30) days after each succeeding anniversary date thereof, supply SEDC with copies of employment records and such other information as may be reasonably

requested by SEDC to document compliance with the required Employment Positions. The failure to maintain the required Employment Positions beginning on the Completion of Construction Date and continuing thereafter for a period of at least two-years, six-months (2.5) calendar years thereafter shall require the Company to pay to the SEDC a sum equal to a proportional amount of the Purchase Grant provided to the Company, as detailed in Section 6.2, below. The failure to pay such amount within ten (10) business days after written demand by SEDC shall be considered a breach or default of this Agreement subject to termination and repayment of the Grant pursuant to Article VI hereof.

(b) The Company shall generate sales tax receipts in an amount equal to at least \$25,000 per year. The Company shall provide the SEDC with a Sales Tax Certificate by March 1st, reflecting sales tax for the previous year, no later than March 1, 2019 and March 1, 2020. The Company shall also provide a sales tax certification on August 1, 2020, reflecting the sales tax amounts collected between March 1, 2020 and July 31, 2020; such certificate shall reflect a minimum of \$12,500.00 sales tax receipts for that six (6) month period. At the request of the SEDC, the Company shall provide such additional documentation as may be reasonably requested by the SEDC to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by the City of Seagoville from the State of Texas. The Sales Tax Certificate shall at a minimum contain, include or be accompanied by a schedule detailing the amount of total sales and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by the Company at the Property for the preceding year. The SEDC retains the right to further investigate the sales tax receipts generated from the Property, as the SEDC deems appropriate and necessary. Failure to generate the required minimum Sales Tax Receipts for the preceding year shall be considered a breach or default of this Agreement subject to repayment of the Grant pursuant to Article VI hereof.

Article VI Termination

- 6.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the Parties;
 - (b) Expiration Date;
 - (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
 - (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;

- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event the Agreement is terminated by SEDC pursuant to Sections 6.1(c), (d), (e), or (f), above, the Company shall immediately repay to SEDC an amount proportional to its performance, as provided below:

- (a) If the Company fails to complete construction of all of the Improvements, or completes construction of Improvements but fails to continually operate a fast-food restaurant on the Property, the Company shall repay to the SEDC Sixty Thousand Dollars (\$60,000.00), and upon payment of this amount to the SEDC, this Agreement shall terminate; and
- (b) If the Company completes Construction of the Improvements but fails to maintain five (5) FTE Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue within the first fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty Thousand Dollars (\$30,000.00); and
- (c) If the Company completes Construction of the Improvements but fails to maintain five (5) FTE Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue to the City within the second fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty Thousand Dollars (\$30,000.00).

Article VII Miscellaneous

7.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project.

7.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses,

including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

7.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to

Director
Seagoville Economic Development
Corporation
105 N. Kaufman Street
Seagoville, Texas 75159
Facsimile No. (972) 287-9939

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
100 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: W. Parnell V, LLC
51 Meadowbrook
Trophy Club TX 76262

With a copy to:

7.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, 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.

7.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

7.8 Legal Construction. 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 other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal,

invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.9 Recitals. The recitals to this Agreement are incorporated herein.

7.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, 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.

7.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of thirty (30) months after the Closing and conveyance of the Property to Company, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Improvements Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

(Signature Page to Follow)

EXECUTED on this 18 day of September, 2018.

SEGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: 
Patrick Stallings, City Manager / Exec Director

EXECUTED on this 18 day of September, 2018.

W. PARNELL V, LLC

By: W. Parnell V, LLC,

By: _____



972-287-9944
www.seagoville.us

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION
INCENTIVE APPLICATION

Name of Applicant: Wes Parnell Date: 7/6/18

Contact Name: Wes Parnell

Address: 53 Meadowbrook Trophy Club TX 76062

Phone: 817-658-8779 E-mail: wes.parnell@yahoo.com

Project/Company Name: Chicken Express Project Location: Seagoville Rd /175

Company's Primary Business: Restaurant

Project located in Tax Increment Finance District (TIF) Yes _____ No X

Please provide the following information based on the completed project at full operation. Phase in equal annual increments unless indicated otherwise by the applicant. All values should be those shown on the appraisal district tax rolls. Please provide supporting documentation where appropriate.

\$250,000

Incentive Request Level and Request(s) Allocation: Remodel of Chicken Express and left hand turn Lane and Fire lane
(Real Estate, Facilities, Furniture, Fixtures & Equipment)

Necessity of Incentive Request (Describe the competitive, financial, or other issues associated with this request): Need financial help to develop - used finances to purchase lots and complete utility easement requirements.

Project financially feasible without requested incentive: Yes _____ No X

Relocation _____ New facility expansion: _____

If relocation, please state current location: _____

New construction: X Shell Building _____ Build-to-Suit _____

Existing Space _____ Lease: _____

Applicant: Wes Parnell Owner: Wes Parnell Tenant: Chicken Express

Operations to be performed, product(s)/service(s) produced, distributed: Quick Service Remodel and Infrastructure.

Projected date for Groundbreaking: ASAP Grand Opening: 3 months After



Site acreage and current assessed value of land: 3 Acres - 860,000 (Includes current Chicken Express)

Job Creation

Number and average salary of permanent full-time employees: 20 - \$11.00 an hour

Benefits: Health Insurance - Retirement - Etc. -

Capital Investment

Site Size: 3 Acres

Estimated assessed land value after construction or purchase price of land: 1,300,000

Number and square footage of proposed facility(s): 3,100

Estimated assessed facility value after construction: 800,000

Estimated assessed value and description of business personal property: 30,000

Type of development and percentage of anticipated uses: Commercial Infrastructure

Number of water meters and irrigation meters and their sizes (for new construction): -

Estimated gallons per day: - Water - Wastewater

Point-of-Sale designation for construction or equipment purchases: Already Purchased

Estimated project construction and equipment cost: 981,638.⁰⁰

Estimated value of year-end inventory and percentage subject to triple freeport exemption: -

Sales and/or Hotel Occupancy Tax (if applicable)

Annual estimated retail sales and percentage subject to City sales tax: -

Annual estimated hotel sales subject to City hotel occupancy tax: -

Land Use & Zoning

Land Use and Zoning designation: Commercial - Industrial

City's Comprehensive Plan compliance with applicable development codes & ordinances: Yes

LEED certified project: - Yes X No

Other factors that need to be taken into consideration: This will greatly enhance our ability to develop the remaining two acres so that we can sell faster to an end user.



Required Attachments

Check all those attached with submitted application

Site Map

Legal Description

Site Plan

Elevations Plans already Approved for Chicken Express

Financial Information _____ (this can include previous three-year IRS Tax Returns, Annual Audits, etc.)

Applicant shall complete all forms and information detailed in the Application and submit all information to:

Executive Director
Seagoville Economic Development Corporation
105 North Kaufman Street
Seagoville TX 75159
sedcdirector@seagoville.us

For more information, please contact (972) 287-9944 or sedcdirector@seagoville.us

Engineering For Left Hand Turn Lane

Civil Services

Seagoville, TX Development Fire Lane

LPSE

Lobsinger & Potts Structural Engineering, Inc.; Firm Reg. #7290

1723 E. Southlake Blvd., Suite 200, Southlake, TX 76092

Ph: (817) 897-3611 Fax: (817) 488-9937 Email: brammer@lpse.net

AGREEMENT FOR CIVIL ENGINEERING SERVICES

December 28, 2017

Wes Parnell

Chicken Express

Phone: 817-658-8779

Email: wes.parnell@yahoo.com

RE: Fire Lane for Seagoville Development

Near 1699 Hwy 175

Seagoville, TX 75159

Dear Mr. Parnell:

Lobsinger & Potts Structural Engineering, Inc. (the "consultant" or "LPSE") is pleased to submit this letter proposal for providing professional services to prepare general civil construction plans for the aforementioned project to meet City, County, and State requirements as outlined in the following Scope of Work.

It is understood that Wes Parnell (herein referred to as "client") wishes to design the planned development as described below.

The planned development is the construction of a fire lane for two lots located near 1699 Hwy 175 in Seagoville, TX. The client has requested that the consultant prepare this letter agreement for providing civil services along with some services that will require the consultant to engage professionals as sub-consultants as outlined in this agreement. The scope of work under this agreement and associated fees are based on the fire lane sketch prepared by the consultant in December of 2017.

SCOPE OF WORK

Task 1 Basic On-site Civil Engineering Services

LPSE will prepare construction plans (but not structural, foundation, or architectural plans) for the project as follows:

- a. LPSE will provide engineering, design, and CADD drafting required for the preparation of final construction plans based on an approved site plan to be prepared by the client or client's architect. Included are:
 - i. Paving Plan,
 - ii. Grading Plan, and
 - iii. All necessary details

Final engineering is to be prepared in accordance with city criteria. Plans will be revised as needed in an effort to obtain city approval. In the event additional revisions are required to obtain approval due to owner initiated revisions, the additional work and submittals shall be completed by LPSE on an hourly bases at the rate found in the **COMPENSATION** section below.

- b. LPSE will provide detailed quantity takeoffs for preparation of opinion of probable construction cost at the rate found in the **COMPENSATION** section below.
- c. LPSE shall furnish the following:
 - i. An electronic copy or reproducible sets of preliminary plans for the city and to the Owner for review,
 - ii. The city required number of full size sets of construction documents for the city and full size and half size sets of construction documents for the Client at the cost found in the printing rates of the **COMPENSATION** section below.
- d. At the Client's request an LPSE staff member shall attend meetings or conduct site visits not enumerated in this Task at the hourly rate found in the **COMPENSATION** section below.

Task 2 Storm Water Pollution Prevention Plan-SWPPP

If the total disturbed area of the development is greater than 1 acre, LPSE will prepare the SWPPP in accordance with the Texas Commission on Environmental Quality (TCEQ) for the construction of the on-site improvements under this project. This task does not include making submittals, installations or inspections.

Task 3 TxDOT Driveway Permit

It is expected at this time that the proposed development will have two new driveways that will require TxDOT permitting. If a TxDOT Driveway Permit is required, LPSE will handle it under this task item. LPSE will prepare the plans required to submit for approval and will assist the owner/client in obtaining approval. This task does not include any required Traffic Impact Analysis or Drainage studies.

Task 4 Review Bids, Recommend Award of Contract, and Construction Services

LPSE will assist the client by reviewing bids, making recommendations as to the awarding of bids, and by providing construction services for the proposed new development as follows:

- a. Answer questions from contractors and suppliers.
- b. Review bids for construction staking, erosion protection, grading, and construction of sewer, water, storm drain, and paving.
- c. Make recommendation for contract award.
- d. Assist Client in conducting pre-construction conferences with City staff and the Contractor(s) and, review construction schedules prepared by the Contractor(s).
- e. Make visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents.
- f. In performing the services outlined above, LPSE will endeavor to protect Client against defects and deficiencies in the work of Contractors and LPSE will report any observed deficiencies to Client; however, it is understood that LPSE does not guarantee the Contractor's performance, nor is LPSE responsible for supervision of the Contractor's operation and employees. LPSE shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. LPSE shall not be responsible for the acts or omissions of any person (except his own employees or agents) at the Project sites or otherwise performing any of the work of the Project.
- g. Review samples, catalog data, schedules, shop drawings, laboratory, shop mill tests of material and test equipment, and other data pursuant to the Construction Contract.
- h. Interpret intent of the plans and technical specifications for Client and Contractor and prepare change orders as needed to clarify the intent of the plans and specifications.
- i. Prepare monthly and final estimates, based on quantities provided by the contractor and verified by site visit, utilizing the estimate forms provided by Client, pursuant to the Construction Contract.

- j. Change orders shall be prepared when required to reflect a change of construction scope.
- k. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Contract Documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s).
- l. Revise the construction drawing in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction.

SUBCONTRACT SERVICES

****Note: The subcontract services shown below will only be included as a part of the services provided under this contract if specifically requested by the client. Please indicate which services will be requested as part of this agreement when signing the contract. Otherwise, written notice will be required from the client before proceeding with Tasks 5 - 6. This is done as a courtesy to the client to ensure that only the desired and approved services are completed.**

Task 5 Topographic and Boundary Survey

LPSE will engage the surveyor in preparing the boundary and topographic survey. The survey will include:

- Existing property corners to create the boundary and location of all known recorded easements.
- Existing grades at 1' intervals.
- Location and elevations of streets, curbs, paving, inlets, and visible utilities within the project limits.

Task 6 Geotechnical Engineering Services

LPSE will engage the geotechnical engineer to perform a geotechnical investigation for this project. The scope of work will include a field investigation, laboratory testing, data analysis and a final report. The report will include:

- Subsurface soil and ground water conditions and the impact on building performance.
- Recommendations and design parameters for the proposed foundation and piers.
- Paving recommendations.
- Earthwork compaction criteria.

COMPENSATION

The client is responsible for 100% of all Owner/Client approved non-labor, subcontract, and other direct expenses for all professional services rendered under this agreement. Examples of non-labor, subcontract, and other direct expenses shall include geotechnical investigations, survey work, outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the LPSE corporate office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

Task 1 (Basic On-site Civil Engineering Services) shall be lump sum fee of **\$3,200**

Task 2 (Storm Water Pollution Prevention Plan or "SWPPP") shall be lump sum fee of **\$950 (if required)**

Task 3 (TxDOT Driveway Permit) shall be lump sum fee of **\$1,500 (if required)**

Task 4 (Construction Services) shall be billed at the following hourly rates. **\$400 for one trip to site/Seagoville area + \$350 misc. reprographics/shipping. (if required)**

Task 5 (Topographic and Boundary Survey) shall be lump sum fee of **\$4,400 (if requested)**

Task 6 (Geotechnical Engineering Services) shall be lump sum fee of **\$4,400 (if requested)**

Work outside the scope of this agreement or as mentioned in the agreement will be billed at the following hourly rates:

LPSE Principal/Project Manager	\$120/ hour
LPSE Graduate Engineer	\$70/ hour
LPSE Drafter/Designer	\$55/ hour
LPSE Administrative Assistant	\$40/ hour

Printing Rates (\$12 minimum for each order):

- Large format printing (up to 24"x36) for \$3.00 per sheet. Add \$6.00 per sheet for color and \$8.00 per sheet for mylar.
- Letter size printing (up to 11"x17") for \$0.25 per sheet or \$0.60 per sheet for color.

ASSUMPTIONS/ADDITIONAL SERVICES

Any additional work not specifically included in the above "Scope Of Work" will be accomplished as an additional service under a separate written agreement with the Client, to be negotiated at the time the work is requested.

This proposal does not include the following items:

- a. The platting process.
- b. Any drainage design or calculations beyond providing positive storm water runoff through the subject site.
- c. Any pipeline company coordination/submittals.
- d. Any traffic impact analysis.
- e. Any archeological assessment of the project area.
- f. Any wetlands delineation or coordination for a 404 Permit for the project
- g. Any environmental assessment of the site.
- h. Any investigation for or of environmental hazards on or adjacent to the site, nor any determination that such hazards do or do not exist on or adjacent to the site.
- i. Mitigation of environmental hazards.
- j. Review fees of any kind from city, state, federal or other sources. Such fees are the responsibility of the Client.
- k. Any structural analysis or design.
- l. Public meetings.
- m. Property owner notification.
- n. Any FEMA submittals.
- o. Record Drawings.
- p. Revisions or redesigns due to site plan changes.
- q. Revisions due to city (or any other jurisdiction) or client comments that result in major re-design of the project.
- r. Technical specifications.
- s. All items listed under the Construction Services task above.

This proposal assumes that survey data will be provided to LPSE in North Central Texas State Plane NAD 83 coordinate system by the project surveyor. If surveying services are not provided under this agreement as a subcontractor through LPSE, it shall be assured that the survey be provided in digital format. The survey shall also include all information required for LPSE to adequately perform the civil services.

Due to the unknowns involved in the preparation of this proposal, we have made the following assumptions. If these assumptions change, we may have to revise the represented fee. These assumptions are:

- The development does not include any off-site utility design (or time spent with utility coordination) outside what has been outlined in Task 1 above.
- The site will not require extreme offsite drainage design or analysis.

NOTICE TO PROCEED

Once a signed copy of this letter of proposal and a **\$1,000** down payment is received by LPSE, work will be authorized and will begin.

I appreciate the opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us by phone at 817.897.3611 or by e-mail at brammer@lpse.net. If you are in agreement with the services described above and wish for LPSE to proceed with this assignment, please initial all pages of this agreement, sign below and return one copy of the agreement for my files.

Respectfully,

Lobsinger & Potts Structural Engineering, Inc.

Justin Brammer, P.E.
Project Manager

Accepted By: _____

Title: _____

Date: _____

Billing Address: _____

Contact Phone _____

Contact E-Mail _____

Authorized Signature: _____

Left Hand Turn Lane

ALLEN'S CONTRACTING, INC.

P.O. BOX 126198

BENBROOK, TX 76126

817-560-3773 * 817-560-3779 Fax

sallencontr@aol.com

January 23, 2018

Wes Parnell

Re: Seagoville Development
Turn Lane Addition

We propose to furnish services required to complete the following scope of work at the referenced location per plans and specifications:

Concrete Construction

- 1) Provide Dirt Work
- 2) Install 8" Flex Base
- 3) 2,125 SF 8" Turn Lane Paving- #5@12"OC - #5 Smooth Dowels
- 4) Saw Cut & Remove Existing 565 LF Of Curb
- 5) 400 LF 6" Mono Curb
- 6) 1 DOT Approach
- 7) 335 LF 2'8" X 1' Retaining Wall Footing
- 8) 335 LF 4' Retaining Wall
- 9) No Detail On Plans For Retaining Wall

For The Sum Of \$ 137,000.00

Barricade Allowance Is \$ 6,500

We qualify or exclude the following items: Grade to be + or - .10. The following items are excluded unless indicated in scope of work. Surveying or engineering, earthwork other than fine grade, cooling or heating of concrete, rock excavation, joint seal or prep, pavement marking, demo or patching of existing concrete, barricades, asphalt tie-in or patch, permits, inspection fees, bonds.

*This proposal is valid for 60 days from date of proposal.

We appreciate the opportunity to bid on this project. Please contact Kyle Beene (817-223-2904) if you have questions.

Allen's Contracting, Inc.

Chicken Express Remodel

David Williams General Contracting LLC

407 SUNSET DR

TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
Plans	250.00
Concrete - Cut and remove the concrete and curbing as specified on the drawings. Install new concrete as specified on the drawings. Includes new curbing, sidewalks, aprons, foundations, repairs, and parking lot extensions. Includes labor, materials, demo, and haul off.	88,550.00
Demo Exterior - Remove all mansard roofing and finished roofing needed to accommodate new parapet walls and towers. Remove drive thru window and door. Remove vestibule. Remove menu board cover and height poles. Remove menu boards. Remove roof access ladder. Remove all awnings. Includes labor and materials.	5,700.00
Masonry - Install stucco to the exterior of the building and dumpster as indicated on the plans. Includes labor and materials.	32,000.00
Masonry - Install veneered stone to the exterior of the building, dinning room wainscoting, and dumpster enclosure as indicated on the plans. Includes labor and materials.	43,500.00
Masonry - Install block screen walls as drawn. Build planter box. Includes labor and materials.	3,650.00
Framing - Build new addition to back of the building to allow for new cooler. Build new parapet walls and Gable roofed towers. Build new walls for the drive thru menu board. Includes details on the prints. Includes labor and materials.	45,000.00
Roofing, Flashing - Install new roof system after work on top is complete. Patch the roof during construction to maintain dry building. Includes labor and materials.	26,600.00
Roofing, Flashing - Standing seam metal and wall capping. Includes labor and materials.	19,303.07
Doors & Trim - Remove and replace the restroom doors, back door. Remove and replace the drive thru window and door. Install door to kitchen entry. Includes labor, materials, and hardware.	8,650.00
Insulation - Install spray foam insulation the bottom side of the roof decking throughout the building as well as the addition. Includes labor and materials.	4,500.00
We appreciate this opportunity to work with you.	Total

David Williams General Contracting LLC

407 SUNSET DR
TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
Paint - Paint exterior stucco on building and dumpster enclosure. Paint light pole bases. Paint all menu board metal, height poles, bollards and dumpster enclosure metal. Stain lumber for the wainscoting. Clean and paint the ceiling in the back areas. Restripe the parking lot and fire lanes. Paint the window metal inside and out. Includes labor and materials.	13,200.00
Interior Walls - Install sheetrock, hardie board, and FRP to the new walls.(17) Install stainless steel corner protectors to the kitchen area. Repair (10) damaged FRP panels in back and washroom. Install cement board floor to ceiling in washroom and 2' above finished floor where else. Mount menu board over service area. Includes demo, labor and materials.	18,500.00
Ceilings & Coverings - Install new ceiling grid and tile as indicated. Patch and repair any damaged grid and tile. Tighten and flatten out ceiling in back areas. Includes labor and materials.	2,850.00
Millwork & Trim - Install stained wood and cement board for the wainscoting to hall, dinning room and que. Install tongue and groove ceiling to the dinning room, restrooms, entry, hall, and Service counter. Includes labor and materials.	14,500.00
Cabinets & Vanities - Install cabinets, counter tops, and shelving to the office. Includes labor and materials.	4,185.00
Demo - Remove existing wainscoting to the studs. Prep walls for new wainscoting.	2,800.00
Tile - Remove existing flooring in dinning room and hall. Install floor tile to the dinning room, hall, and que. Cement repairs required will be addressed and invoiced. Labor only.	8,200.00
Welding - Fabricate and weld the height poles, menu board cover, roof access ladder, and awning over drive thru. Includes labor and materials.	8,850.00
Mop Sink - Cut and remove concrete and form and pour concrete. Remove wall finish where needed and install cement board for mop sink walls. Install wall tile and grout to the mop sink walls. Includes labor and materials. Plumbing not included.	2,500.00
Specialties - Remove and reset decorations in dinning room and hall.	350.00
Cleanup & Restoration - On site dumpster and porta potty service for duration of the project. Cost is an allowance. Any cost above will be invoiced.	6,500.00
We appreciate this opportunity to work with you.	Total

David Williams General Contracting LLC

407 SUNSET DR

TX 76033

Estimate

Date	Estimate #
4/14/2017	163

Name / Address
Wes Parnell 1699 N Us-175 Seagoville, TX 75159

P.O. No.	Project
Seagoville	Seagoville Chicken

Description	Total
26 Landscaping & Paving - Incidental damage to vegetation and sprinkler system during construction. Cost is an allowance. Any cost above or below will be invoiced.	3,500.00
Supervision and construction management from conception to completion. Includes clean up and restoration for the duration of the project.	36,000.00
Heating & Cooling - To be completed by	10,500.00
Electrical & Lighting	42,000.00
Plumbing	9,500.00
We appreciate this opportunity to work with you.	Total \$461,638.07

RESOLUTION NO. XX-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND W. PARNELL V, LLC, ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

WHEREAS, the City Council has determined that the Agreement attached as Exhibit “A” will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

Section 2. That the City Council authorizes the SEDC to enter into any additional agreements necessary to effectuate the Agreement attached as Exhibit “A”, including a land sale agreement and restriction agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 1st day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 09/25/2018)

Exhibit "A"
Economic Development Agreement
(to be attached)

Regular Session Agenda Item: 13

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending Chapter 17 of the Code of Ordinances, Division 2. “Parking Regulations on Specific Streets”, by repealing and replacing Subsection 17.04.066 to provide for no parking on both sides of the U.S. Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road; and, from its point of intersection with Simonds Road on the north side, northwest to its point of intersection with the Dallas City Limits; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date.

BACKGROUND OF ISSUE:

Recently, motorists have been parking along the service road beyond the restricted area and staff believes this area continues to be a dangerous location for vehicles to park. Staff is requesting Council to consider extending the “No Parking” to include both sides of U.S. Highway 175 from the Dallas City Limits to Simonds Road.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Approve ordinance.

EXHIBITS:

Proposed Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES, DIVISION 2. "PARKING REGULATIONS ON SPECIFIC STREETS", BY REPEALING AND REPLACING SUBSECTION 17.04.066 TO PROVIDE FOR NO PARKING ON BOTH SIDES OF THE U.S. HIGHWAY 175 SERVICE ROAD BEGINNING AT ITS POINT OF INTERSECTION WITH THE DALLAS CITY LIMITS ON THE SOUTH SIDE, SOUTHEAST TO ITS POINT OF INTERSECTION WITH SIMONDS ROAD; AND, FROM ITS POINT OF INTERSECTION WITH SIMONDS ROAD ON THE NORTH SIDE, NORTHWEST TO ITS POINT OF INTERSECTION WITH THE DALLAS CITY LIMITS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 02-2018, adopted on January 8, 2018, provides for no parking on the U.S. Highway 175 Service Road from its point of intersection with West Stark Road to 1,000 feet east and 1,000 feet west; and

WHEREAS, the City desires to extend said parking regulations to prohibit the stopping, standing and parking on both sides of the U.S. Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road; and, from its point of intersection with Simonds Road on the north side, northwest to its point of intersection with the Dallas City Limits; and

WHEREAS, the City provides for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice; and,

WHEREAS, the City has determined that it is in the best interest of the citizens to prohibit the stopping, standing and parking on a portion of U.S. Highway 175, as described herein;

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

SECTION 1. That Chapter 17 of the Code of Ordinances of the City of Seagoville, Texas, be and is hereby amended by amending Division 2. “Parking Regulations on Specific Streets”, by repealing and replacing Subsection 17.04.066 to provide for no parking on both sides of the US Highway 175 Service Road as set forth herein, which shall read as follows:

“Division 2. Parking Regulations for Specific Streets

.....

Sec. 17.04.066 US Highway 175 Service Road

(a) It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the US Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road.

(b) It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the US Highway 175 Service Road on the north side, northwest to its point of intersection with the Dallas City Limits.

Secs. 17.04.067-17.04.090 Reserved”

SECTION 2. That the City Manager or designee is hereby directed to cause appropriate signs to be erected giving notice of the no parking zone established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

SECTION 3. That all ordinances of the City of Seagoville in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect

when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. 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 Code of Ordinances as a whole.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 7. This ordinance shall take effect from and after its passage and the publication of the caption as the law and Charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 1st day of October, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb 09/19/2018)

Regular Session Agenda Item: 14

Meeting Date: October 1, 2018

ITEM DESCRIPTION

Discuss National Night Out and Seagofest.

BACKGROUND OF ISSUE:

Chief Calverley will provide an information concerning National Night Out and Seagofest.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS

N/A

Regular Session Agenda Item: 15

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 16

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 17

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

- (A) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.
- (B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.
- (C) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney.
- (D) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary & Director of Administrative Services.
- (E) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Municipal Judge.
- (F) Section 551.071 Gov't Code: Consultation with Attorney – concerning annexation.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 18

Meeting Date: October 1, 2018

ITEM DESCRIPTION:

Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS:

N/A