



Regular Session
Council Agenda Packet
August 17, 2023

CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
August 17, 2023
ATTENDANCE SHEET

	<u>Worksession</u>	<u>Regular</u>
Council Member Johnny Shotwell, Place 1	_____	_____
Council Member Jerry Beck, Place 2	_____	_____
Council Member Jesse Johnson, Place 3	_____	_____
Mayor Pro Tem Jim Hirth, Place 4	_____	_____
Vacant, Place 5	_____	_____
Council Member Scott Gilbreath, Place 6	_____	_____
Mayor Billy Davis	_____	_____
Staff:		
Robert Loftin, City Manager	_____	_____
Lori Watson, Finance Director/Deputy City Mgr	_____	_____
Jack Thompson, EDC Director/Asst City Mgr	_____	_____
Rob Allibon, City Attorney	_____	_____
Carol Konhauser, City Secretary	_____	_____
Pleasant Brooks, Fire Chief	_____	_____
Kit Long, Chief of Police	_____	_____
Mike Rocamontes, Public Works Director	_____	_____
Matt Elgin, Direct of Utilities & Projects	_____	_____
Rachel Roberts, Planning & Comm Dev Director	_____	_____
Cristina Winner, Community Services Director	_____	_____
Lisa Hansen, HR Administrator	_____	_____
Julie Hepler, Special Event Coordinator .	_____	_____
Jay Hinton, Media Relations	_____	_____



**AGENDA
CROWLEY CITY COUNCIL
AUGUST 17, 2023
WORK SESSION - 6:30 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76036**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

WORK SESSION - August 17, 2023 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held August 3, 2023.
2. Discuss and consider adoption of Resolution R08-2023-396 Re-adopting the City of Crowley written Investment Policy.
3. Discuss and consider approving the appointment of Matt Elgin and Randal Manus to the Fort Worth Wholesale Water and Wastewater Customer Advisory Committee.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Discuss and consider approving Resolution R08-2023-395, a resolution approving Atmos Cities Steering Committee (ACSC) negotiated settlement regarding the rate review mechanism filing and establishing maximum permitted rates and charges that Atmos Energy Corporation d/b/a Atmos Energy Corporation, Mid-Tex Division, may assess customers within the city and; establish an effective date of October 1, 2023.
2. Discuss and consider approving the execution of a capital equipment lease-purchase agreement #25432, with Motorola Solutions, Inc. in the amount of \$1,213,999.34, and authorize the City Manager to execute the agreement.
3. Discuss and consider approval of Ordinance 08-2023-500, an ordinance of the City of Crowley, Texas, repealing the City's juvenile curfew ordinance codified in Chapter 54 "Offenses", Article II "Minors", Division 2 "Curfew" of the code of ordinance.
4. Discuss and consider adoption of Ordinance 08-2023-501 amending the FY2022-23 City of Crowley Operating Budget and appropriating resources to be known as "FY2022-23 Budget Amendment No. 1"; establishing an effective date.

VI. ADJOURNMENT

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;

2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.

The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.



**AGENDA
CROWLEY CITY COUNCIL
AUGUST 17, 2023
REGULAR SESSION - 7:00 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR SESSION - August 17, 2023 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

"I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with Liberty and Justice for all."

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible."

IV. PRESENTATIONS/PROCLAMATIONS

1. National Senior Citizens Day.

V. CONSENT AGENDA

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VI. PUBLIC HEARINGS

1. None

VII. CITY BUSINESS

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4. Discuss and consider adoption of Ordinance 08-2023-501 amending the FY2022-23 City of Crowley Operating Budget and appropriating resources to be known as "FY2022-23 Budget Amendment No. 1"; establishing an effective date.

VIII. ADVISORY BOARDS AND COMMISSIONS

1. Reports

None

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

2. Appointments/Reappointments

Library Board - Council Liaison Jim Hirth

Place 1	Julie Barton	Term ending June 30, 2025
Place 3	Katie King	Term ending June 30, 2025
Place 5	Chloe Northrop	Term ending June 30, 2025

Parks and Recreation Board - Council Liaison Jerry Beck

Place 1	Brett Pohoreske	Term ending June 30, 2025
Place 3	James Hotopp	Term ending June 30, 2025
Place 5	Anthony Camell	Term ending June 30, 2025
Place 7	Darlene Hornback	Term ending June 30, 2025

Planning and Zoning Commission - Council Liaison Vacant

Place 1	Jerry Pace	Term ending June 30, 2025
Place 3	Hadassah Avarana	Term ending June 30, 2025
Place 5	David Duman	Term ending June 30, 2025
Place 7	Lane Beene	Term ending June 30, 2025

Zoning Board of Adjustments - Council Liaison Jesse Johnson

Place 1	Mike Winterbanks	Term ending June 30, 2025
Place 3	Lezo Foley	Term ending June 30, 2025
Place 5	Alkena "Rene" Alford	Term ending June 30, 2025
Alternate 1	Karla Andrews	Term ending June 30, 2025

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public comments. Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety

XI. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following as permitted by Government Code:

- 1. Section 551.071 (Consultation with Attorney)**
- 2. Section 551.072 (Deliberations about Real Property)**
- 3. Section 551.074 (Personnel Matters)**
- 4. Section 551.087 (Business Prospect/Economic Development)**

XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

Reconvene into open session and take any necessary action resulting from items posted and legally discussed in Closed Session.

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, August 17, 2023, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20__ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors and the Economic Development Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

****An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets****

Proclamation

WHEREAS, National Senior Citizens Day honors our elderly population for the value and contribution they bring to home, family, and society as a whole, giving us ample reason this year to reserve a special day in honor of the senior citizens who mean so much to our County; and

WHEREAS, throughout our history, senior citizens have achieved much for our families, our communities, and our country. This remains true today as senior citizens actively serve as volunteers in various programs and projects that benefit every sector of society. Wherever the need exists, older Americans are making their presence felt, for their own good and that of others; and

WHEREAS, with improved health care and more years of productivity, senior citizens are reinforcing their historical roles as leaders, acting as links to our heritage and sense of purpose as individuals and as a Nation. Many older people are embarking on second careers, giving younger Americans a fine example of responsibility, resourcefulness, competence, and determination; and

WHEREAS, for all they have achieved throughout life and for all they continue to accomplish, we owe older citizens our thanks and a heartfelt salute. We can best demonstrate our gratitude and esteem by making sure that our communities are good places in which to mature and grow older - places in which older people can participate to the fullest and can find the encouragement, acceptance, assistance, and services they need to continue to lead lives of independence and dignity.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Crowley, Texas, hereby proclaims August 21, 2023, as, "National Senior Citizens Day."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Crowley, Texas, to be affixed on this ____ day of _____, _____.

Billy P. Davis, Mayor



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Carol Konhauser City Secretary				MEETING DATE: August 17, 2023				
DEPARTMENT: Administration				AGENDA ITEM: V-1				
SUBJECT: Discuss and consider approving the minutes from the regular meeting held August 3, 2023.								
COORDINATION:	Finance		City Sec	CCK	Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Consider approval of minutes as presented.

RECOMMENDATION:

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

FISCAL INFORMATION:

Approval of the minutes does not affect the budget.

ATTACHMENTS:

1. Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD AUGUST 3, 2023. The City Council of the City of Crowley, Texas met in Work Session on Thursday, August 3, 2023, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Jim Hirth, City Council Place 4
Vacant, Place 5

City staff included: City Manager Robert Loftin
Deputy City Mngr/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Public Works Director, Mike Rocamontes
Director of Projects & Utilities, Matt Elgin
Planning and Comm Dev Director, Rachel Roberts
HR Administrator, Lisa Hansen
Assistant Finance Director, Heather Gwin

Absent: Mayor Pro-Tem Johnny Shotwell, City Council Place 1
Council Member Scott Gilbreath, City Council Place 6

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Work Session to order at 6:30 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

DISCUSSION OF NON-ACTION ITEMS

- 1. Discuss SB 2476 prohibition on balance billing of patients for "out-of-network" EMS services at rates set by local governmental entities, and receive guidance from council regarding their desire to amend EMS fees to rates which match average medical service charges.**

Fire Chief Pleasant Brooks explained that during the latest legislative session, SB 2476, relating to consumer protections against certain medical and health care billing by municipal ground ambulance service providers, was enacted by the Governor. The new bill is aimed at protecting patients from surprised bills and helps to ensure municipalities will be paid fairly by insurance companies. To ensure fair payment, the bill requires the Texas Department of Insurance (TDI) to maintain a database of charges; municipalities should submit established charges to TDI prior to January 1, 2024. These rates will be used by TDI to ensure health insurance companies pay the political subdivisions directly for non-network services. After reviewing the cities emergency services rates, staff determined the current charges were significantly lower than those of surrounding municipalities, and therefore would like guidance on council's desire to raise rates to those charged by similar agencies.

Council all agreed that emergency services rates should be adjusted to those rates similar to those charged by other agencies for the same services.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1. Discuss and consider approving the minutes from the regular meeting held July 20, 2023.**
No discussion

2. **Discuss and consider approval of Resolution No. R08-2023-393 designating the ACM/Finance Director as the officer/employee responsible for complying with Section 26.04 of the Texas Tax Code for the city and providing an effective date.**

No discussion.

PUBLIC HEARING

1. **None.**

No discussion

CITY BUSINESS

1. **Discuss and approve the second reading of Resolution R07-2023-390, a resolution of the City Council of the City of Crowley, Texas authorizing the Crowley Economic Development Corporation's to expend funds for Project No 2023-10, Purchase of Main Street Property, to promote, develop and expand business development; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date.**

No discussion

2. **Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.**

No discussion

3. **Discuss tax rate calculations, and establish the proposed tax rate (take a record vote).**

Assistant Finance Director Heather Gwin gave a presentation to council on the calculations for the proposed 2023 Tax Rate. She stated that this year's taxable values increased by \$272 million which is approximately 19.74% increase from the previous year. Of the \$272 million increase, \$38 million was from new improvements. Based on these new values, the no-new-revenue-rate would be .556294, the voter approval rate would be .579697 and the deminimis rate would be .594890. Last years tax rate was set at .645203, and it was staff's recommendation to set this year's tax rate at .594890, which would be .050313 decrease per \$100 of taxable value.

Mayor Billy Davis clarified that setting tonight's tax rate was simply the maximum tax rate council would be allowed to approve.

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:48 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD AUGUST 3, 2023. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, August 3, 2023, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Jim Hirth, City Council Place 4
Vacant, Place 5

City staff included: City Manager Robert Loftin
Deputy City Mngr/Finance Director, Lori Watson
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Fire Chief, Pleasant Brooks
Public Works Director, Mike Rocamontes
Director of Projects & Utilities, Matt Elgin
Planning and Comm Dev Director, Rachel Roberts
HR Administrator, Lisa Hansen
Assistant Finance Director, Heather Gwin

Absent: Mayor Pro-Tem Johnny Shotwell, City Council Place 1
Council Member Scott Gilbreath, City Council Place 6

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Council Member Jesse Johnson followed by the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS/PROCLAMATIONS

1. **None**

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held July 20, 2023.**
2. **Discuss and consider approval of Resolution No. R08-2023-393 designating the ACM/Finance Director as the officer/employee responsible for complying with Section 26.04 of the Texas Tax Code for the city and providing an effective date.**

Council Member Jim Hirth made the motion to approve the Consent Agenda item(s), second by Council Member Jerry Beck; council voted unanimously to approve the motion as presented. Motion carried 4-0.

PUBLIC HEARING

1. **None.**

CITY BUSINESS

1. **Discuss and approve the second reading of Resolution R07-2023-390, a resolution of the City Council of the City of Crowley, Texas authorizing the Crowley Economic Development Corporation's to expend funds for Project No 2023-10, Purchase of Main Street Property, to promote, develop and expand business development; providing for two separate readings in compliance with Section 505.158, Texas Local Government Code; and providing an effective date.**

Council Member Jesse Johnson made the motion to approve the second reading of Resolution R07-2023-390; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 4-0.

2. **Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.**

Council Member Jesse Johnson made the motion to nominate Council Member Jim Hirth as Mayor Pro Tem; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 4-0.

3. **Discuss tax rate calculations, and establish the proposed tax rate (take a record vote).**

Council Member Jesse Johnson made the motion to set the maximum proposed tax rate at 0.594890/\$100, which is greater than the voter approval rate but not greater than the de minimis rate, and set the public hearing on the tax rate for Thursday, September 21, 2023 at 7:00 pm to be held in the Council Chambers located at 201 E Main Street, second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 4-0. The Roll Call vote as follows:

Council Member Jerry Beck, City Council Place 2 - in favor
Council Member Jesse Johnson, City Council Place 3 - in favor
Council Member Jim Hirth, City Council Place 4 - in favor
Mayor Billy P. Davis - in favor

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None
2. Appointments/Reappointments:
None.

PUBLIC COMMENT

Mayor Davis asked if there were any citizens or visitors wishing to speak.

ITEMS OF COMMUNITY INTEREST

Mayor Davis then asked if there were any community interest items.

As there was no further business, Mayor Billy Davis adjourned the meeting at 7:14 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Heather Gwin Assistant Finance Director		MEETING DATE: August 17, 2023					
DEPARTMENT: Finance		AGENDA ITEM: V-2					
SUBJECT:		Discuss and consider adoption of Resolution R08-2023-396 Re-adopting the City of Crowley written Investment Policy.					
COORDINATION:	Finance	HG	City Sec		Comm Dev		PW
	Dept Directo	LW	HR		Comm Services		Other:
	City Attorney		PD		FD		Other:

BACKGROUND:

The investment policy is required by the Texas Public Funds Investment Act, Section 2256.005 to be approved annually by the governing body. The Investment Policy was last presented for review and then approved at the April 7, 2022 City Council Meeting. There have been no changes to the Investment Policy since that time.

RECOMMENDATION:

Staff recommends approval

FISCAL INFORMATION:

Approval of this resolution does not impact the budget.

ATTACHMENTS:

1. Resolution R08-2023-396

RESOLUTION NO. R04-2022-368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, RE-ADOPTING AN INVESTMENT POLICY FOR THE CITY OF CROWLEY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Public Funds Investment Act, Section 2256.005 requires that the governing body of a local government adopt a written investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the act requires that the investment policy, including a list of authorized investments and investment strategies, must be approved annually; and

WHEREAS, the attached policy, Exhibit "A" complies with the provisions of the act.

WHEREAS, the City Council reviewed and re-adopted a written Investment Policy at the June 4, 2020 Council Meeting; and

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

The City Council of the City of Crowley, Texas, hereby re-adopts the Investment Policy attached hereto as Exhibit "A".

PASSED AND APPROVED this the 4th day of June, 2020.

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

City of Crowley Investment Policy

I. Governing Authority

Legality

The investment program shall be operated in conformance with federal, state, and other legal requirements.

II. Scope

This policy applies to the investment of all funds, excluding the investment of employees' retirement funds.

1. *Pooling of Funds*

Except for cash in certain restricted and special funds, the City of Crowley will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. *Safety*

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City of Crowley will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities listed in Section VII of this Investment Policy
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City of Crowley will do business in accordance with Section V
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The City of Crowley will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity

- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see section VIII).

2. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

4. *Local Considerations*

Where possible, funds may be invested for the betterment of the local economy or that of local entities within the State. The City of Crowley may accept a proposal from an eligible institution which provides for a reduced rate of interest provided that such institution documents the use of deposited funds for community development projects.

IV. Standards of Care

1. *Prudence*

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Crowley.

3. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

V. Authorized Financial Institutions, Depositories, and Broker/Dealers

1. Authorized Financial Institutions, Depositories, and Broker/Dealers

A list will be maintained of financial institutions and depositories authorized to provide investment services.

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration
- Completed broker/dealer questionnaire (not applicable to Certificate of Deposit counterparties)
- Certification of having read and understood and agreeing to comply with the City of Crowley's investment policy.
- Evidence of adequate insurance coverage.

An annual review of the financial condition and registration of all qualified financial institutions and broker/dealers will be conducted by the investment officer.

VI. Safekeeping and Custody

1. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Crowley are protected from loss, theft or misuse. Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls structure shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures or alternatively, compliance should be assured through the City of Crowley annual independent audit.

VII. Suitable and Authorized Investments

1. Investment Types

Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this policy and are those defined by state and local law where applicable:

- U.S. Treasury obligations which carry the full faith and credit guarantee of the United States government and are considered to be the most secure instruments available;
- U.S. government agency and instrumentality obligations that have a liquid market with a readily determinable market value;
- Certificates of deposit and other evidences of deposit at financial institutions,
- Investment-grade obligations of state, provincial and local governments and public authorities;
- Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities; and
- Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

2. Collateralization

Where allowed by state law and in accordance with the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all

demand deposit accounts, including checking accounts and non-negotiable certificates of deposit.

VIII. Reporting

- 1. *Methods*

The investment officer shall submit quarterly an investment report that summarizes recent market conditions, economic developments and anticipated investment conditions. The report shall summarize the investment balances. The report shall explain the quarter's total investment return. The report shall be in compliance with state law and shall be distributed to the mayor, city council and others as required by law.

- 2. *Performance Standards*

The City of Crowley's cash management portfolio shall be designed with the objective of regularly meeting or exceeding a selected performance benchmark, which could be the average return on three-month U.S. Treasury bills, the state investment pool, a money market mutual fund or the average rate of Fed funds. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return.

- 3. *Marking to Market*

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools." In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

- 1. *Exemption*

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

- 2. *Amendments*

This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individuals charged with maintaining internal controls.

XI. Approval of Investment Policy

The investment policy shall be formally approved and adopted by the governing body of the City of Crowley and reviewed annually.



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER:		Matt Elgin Dir of Utilities & Special Projects			MEETING DATE: August 17, 2023			
DEPARTMENT:		PW - Water/Sewer			AGENDA ITEM: V-3			
SUBJECT:		Discuss and consider approving the appointment of Matt Elgin and Randal Manus to the Fort Worth Wholesale Water and Wastewater Customer Advisory Committee.						
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Article 15 of the water agreement and Article 23 of the wastewater agreement state that the City of Crowley shall annually appoint a representative to be a voting member of the Wholesale Water/Wastewater Customer Advisory Committee.

The purpose of the committee is to have communication between the City of Fort Worth and its wholesale customers, of which the City of Crowley is a member, on such matters as water conservation, wholesale planning, improvements, grants, wholesale rate studies, administration, budgets and additional wholesale customers.

Staff would like to appoint Matt Elgin, Asst Public Works Director to the voting position and Randal Manus, Water/Wastewater Manager to the alternate position.

RECOMMENDATION:

Staff recommends council approval.

FISCAL INFORMATION:

Approving these appointments does not affect the budget.

ATTACHMENTS:

1. Appointment form



APPOINTMENT FORM
Wholesale Water and Wastewater Customer Advisory Committee

DATE: _____

WHOLESALE CUSTOMER: _____

Check all that apply: ☐ Water ☐ Wastewater

The following individuals have been officially appointed by the **CUSTOMER's GOVERNING BODY**, under the terms of the Wholesale Contract for Services as the **VOTING MEMBER** and **ALTERNATE** for the Water and/or Wastewater System Advisory Committee. The term is for the Fiscal Year beginning October 1, 2023 through September 30, 2024.

Voting Member:

Alternate Member

Name

Name

Title

Title

Office Phone

Office Phone

Cell Phone

Cell Phone

Email Address

Email Address

Mailing Address:

Mailing Address:

Signature of Mayor/Board President

Official Seal

Please complete and return as soon as possible, but no later than October 31, 2023 to:

WaterWholesale@fortworthtexas.gov

or

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



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER:	Carol Konhauser City Secretary				MEETING DATE: August 17, 2023			
DEPARTMENT:	Administration				AGENDA ITEM: VII-1			
SUBJECT:	Discuss and consider approving Resolution R08-2023-395, a resolution approving Atmos Cities Steering Committee (ACSC) negotiated settlement regarding the rate review mechanism filing and establishing maximum permitted rates and charges that Atmos Energy Corporation d/b/a Atmos Energy Corporation, Mid-Tex Division, may assess customers within the city and; establish an effective date of October 1, 2023							
COORDINATION:	Finance		City Sec	cck	Comm Dev		PW	
	Dept Directo	RL	HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company’s initial request. This includes payment of ACSC’s expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

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

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

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	--
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77
Environs:	\$44.27	\$1.65

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

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.

4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.
8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

RECOMMENDATION:

Staff recommends approving Resolution.

FISCAL INFORMATION:

There is no direct financial impact to the budget.

ATTACHMENTS:

1. CY22 MTX RRM - Average Bill
2. CY22 MTX RRM - Pension Benchmark
3. CY22 MTX RRM - Tariffs
4. Resolution R08-2023-395

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	<u>Rate R @ 43.6 Ccf</u>				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	<u>\$ 88.47</u>			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		<u>\$ 94.94</u>	\$ 6.47	7.31%
17					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	<u>Rate C @ 356.6 Ccf</u>				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	<u>\$ 24.72</u>	<u>5.19%</u>
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
35	Rate I @ 1720 MMBTU				
36	Customer charge	\$ 1,204.50			
37	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
38	Consumption charge 220 MMBTU X \$ 0.3617 =	79.64			
39	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
40	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
41	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
42	Subtotal	\$ 13,791.19			
43	Rider FF & Rider TAX \$13,791.19 X 0.06237 =	860.17			
44	Total	<u>\$ 14,651.36</u>			
45					
46	Customer charge		\$ 1,382.00		
47	Consumption charge 1,500 MMBTU X \$ 0.7484 =	1,122.62			
48	Consumption charge 220 MMBTU X \$ 0.5963 =	131.30			
49	Consumption charge 0 MMBTU X \$ 0.2693 =	-			
50	Rider GCR Part A 1,720 MMBTU X \$ 6.2134 =	10,688.12			
51	Rider GCR Part B 1,720 MMBTU X \$ 0.6267 =	1,078.08			
52	Subtotal	\$ 14,402.12			
53	Rider FF & Rider TAX \$14,402.12 X 0.06237 =	898.28			
54	Total	<u>\$ 15,300.40</u>	\$ 649.04	4.43%	
55					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4720 MMBTU				
57	Customer charge	\$ 1,204.50			
58	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
59	Consumption charge 3,220 MMBTU X \$ 0.3617 =	1,164.50			
60	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
61	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =	2,957.85			
62	Subtotal	\$ 6,067.70			
63	Rider FF & Rider TAX \$ 6,067.70 X 0.06237 =	378.45			
64	Total	<u>\$ 6,446.15</u>			
65					
66	Customer charge		\$ 1,382.00		
67	Consumption charge 1,500 MMBTU X \$ 0.5684 =	852.60			
68	Consumption charge 3,220 MMBTU X \$ 0.4163 =	1,340.29			
69	Consumption charge 0 MMBTU X \$ 0.0893 =	-			
70	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =	2,957.85			
71	Subtotal	\$ 6,532.74			
72	Rider FF & Rider TAX \$ 6,532.74 X 0.06237 =	407.45			
73	Total	<u>\$ 6,940.19</u>	<u>\$ 494.04</u>		7.66%

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

RESOLUTION NO. R08-2023-395

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS 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.

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

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

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

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

WHEREAS, on about March 1, 2023, Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

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

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

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

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

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

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

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

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

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

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

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

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2023 RRM filing.

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

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

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

Section 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after September 30, 2023.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, BY A VOTE OF ___ TO ___, ON THIS 17th DAY OF AUGUST, 2023.

CITY OF CROWLEY, TEXAS

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Chief Kit Long					MEETING DATE: August 17, 2023			
DEPARTMENT: Police Department					AGENDA ITEM: VII-2			
SUBJECT:		Discuss and consider approving the execution of a capital equipment lease-purchase agreement #25432, with Motorola Solutions, Inc. in the amount of \$1,213,999.34, and authorize the City Manager to execute the agreement.						
COORDINATION:	Finance	LW	City Sec		Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	SS
	City Attorney	RA	PD	KL	FD	PB	Other:	

BACKGROUND:

The City of Crowley 2023 Radio project was presented and approved on June 1, 2023. This project covered multiple Motorola products and costs of labor. All the Motorola items can be purchased through their lease agreement, which costs no interest for the first year and no penalty for early payment.

RECOMMENDATION:

The Chief of Police respectfully requests approval and authority for City Manager to sign the presented Motorola Solutions lease-purchase agreement.

FISCAL INFORMATION:

\$1,213,999.34

ATTACHMENTS:

1. Motorola Solutions Equipment Lease-Purchase Agreement #25432
2. Government Addendum to Lease Purchase
3. Motorola Solutions Quote for 2023 Radio Project



8/7/23

City of Crowley
201 East Main Street
Crowley TX 76036

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25432 are valid for contracts that are executed and returned to Motorola on or before August 23, 2023. After 8/23/23, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

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

1. Complete **Billing** Address _____

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

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25432

LESSEE:

City of Crowley
201 East Main Street
Crowley TX 76036

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

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

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

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

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

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

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

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

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

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

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of August, 2023.

LESSEE:

City of Crowley

By: _____

Printed Name: _____

Title: _____

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: _____

Printed Name: Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of City of Crowley, an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25432**, between City of Crowley and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal City of Crowley, hereto this _____ day of August, 2023.

By: _____ **SEAL**

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25432 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Crowley

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25432
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25432** ("Lease"), between Motorola Solutions, Inc. ("Lessor") and City of Crowley ("Lessee").

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

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

Initial Term: 60 Months

Commencement Date: 9/1/2023

First Payment Due Date: 9/1/2024

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

City of Crowley (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			0.000%	first year		
Nominal Annual Rate:			4.740%	remaining term		
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	9/1/2023	\$ 1,213,999.00	1		
2	Lease Payment	9/1/2024	\$ 265,792.34	1		
3	Rate Change	9/1/2024	Rate: 4.740 %	Compounding:	Annual	
4	Lease Payment	9/1/2025	\$ 265,792.34	4	Annual	9/1/2028
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	9/1/2023				\$ 1,213,999.00	
1	9/1/2024	\$ 265,792.34	\$ -	\$ 265,792.34	\$ 948,206.66	
	9/1/2024	Rate: 4.74%		Compounding:	Annual	
2	9/1/2025	\$ 265,792.34	\$ 44,945.00	\$ 220,847.34	\$ 727,359.32	
3	9/1/2026	\$ 265,792.34	\$ 34,476.83	\$ 231,315.51	\$ 496,043.81	
4	9/1/2027	\$ 265,792.34	\$ 23,512.48	\$ 242,279.86	\$ 253,763.95	
5	9/1/2028	\$ 265,792.34	\$ 12,028.39	\$ 253,763.95	\$ -	
Grand Totals		\$ 1,328,961.70	\$ 114,962.70	\$ 1,213,999.00		

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$1,159,059.56 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 4.74%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$1,213,999.00
 Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25432** to that Equipment Lease Purchase Agreement number **25432** will be maintained by the City of Crowley as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of **local** insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25432** , City of Crowley, hereby certifies that following coverage are or will be in full force and effect:

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

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25432 to that Equipment Lease Purchase Agreement number 25432 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25432 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Crowley**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

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

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

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

Equipment Lease Purchase Agreement No.: 25432

Lease Schedule A No. : 25432

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25432. See Schedule A for a detailed Equipment List.

LESSEE: City of Crowley

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Crowley Lease No. 25432) held on **(Insert Date)**_____ **2023**, the following resolution was introduced and adopted.

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

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Crowley (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

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

Information Return for Tax-Exempt Governmental Bonds

- Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Crowley		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 201 East Main Street	Room/suite	5 Report number <i>(For IRS Use Only)</i> <div> <div>3</div> <div></div> <div></div> </div>	
6 City, town, or post office, state, and ZIP code Crowley TX 76036		7 Date of issue 9/1/23	
8 Name of issue Equipment Lease-Purchase Agreement 25432		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14	1,159,059.56	
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ► _____	18		
19a	If bonds are TANs or RANs, check only box 19a ► <input type="checkbox"/>			
b	If bonds are BANs, check only box 19b ► <input type="checkbox"/>			
20	If bonds are in the form of a lease or installment sale, check box ► <input type="checkbox"/>			

Part III	Description of Bonds. Complete for the entire issue for which this form is being filed.
-----------------	--

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/1/28	1,159,059.56	1,213,999.00	5 years	4.74 %

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

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	1,159,059.56	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,159,059.56	

Part V	Description of Refunded Bonds. Complete this part only for refunding bonds.N/A
---------------	---

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	<u> </u> years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	<u> </u> years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	<u> </u>
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		<u> </u>

Page **2****Part VI Miscellaneous**

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ▶ _____			
d	Enter the name of the issuer of the master pool bond ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>			
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>			
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>			
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>			
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>			
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent

Signature of Authorized Representative

Date

Title



Paid Preparer Signature



MOTOROLA SOLUTIONS

City of Crowley, TX

Console Position Add and Subscriber Fleet Refresh

MCC7500E Dispatch

August 10, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000123456

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

August 10, 2023

Nikki McDaniel
Support Services Supervisor
Crowley Police Department
617 FM1187
Crowley, TX 76036

Subject: Console Position Add, Subscriber Refresh and Conventional Repeater Reconfiguration

Dear Ms. McDaniel,

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

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the addition of an MCC7500E console position to the City's existing public safest dispatch site, one Archiving Interface Server (AIS) to interface to the City's provided IP audio logging recorder, subscriber fleet refresh and conventional repeater reconfiguration.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of sixty (60) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references "the terms and conditions of the Texas DIR-TSO-4101 contract and this proposal." Alternatively, Motorola would be pleased to address any concerns the City may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Casey Moore, at 817-368-8683.

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

Sincerely,



Clay Cassard
MSSI Vice President
Motorola Solutions, Inc.

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Section 1

System Description

1.1 Solution Overview

Motorola is pleased to present the City of Crowley with a proposal for an additional one (1) MCC7500E position for their existing dispatch. This will bring Crowley's total dispatch console count to three. This addition would allow City of Crowley to leverage their existing backroom equipment and existing consolettes.

The existing dispatch ties to North Texas Interoperable Radio Network (NTIRN) by means of customer-provided backhaul.

Motorola understands City of Crowley is seeking an IP logging solution with one of their preferred logging vendors. Motorola is proposing an AIS and Control Room CEN to add onto the existing dispatch for the customer to use with a customer-provided IP logger.

Additionally, a subscriber fleet refresh and installation of 2 conventional 800 Mhz backup repeaters is also quoted.

This proposal includes the necessary hardware, software and services to implement the console add-on as well as 1 year of Advanced Plus warranty services.

1.2 Proposed Equipment

The proposed equipment includes the following:

- One (1) new MCC7500E position, including the following:
 - One (1) CommandCentral Hub PC w/ keyboard and mouse
 - Two (2) USB Speakers
 - Two (2) Headset Jack Boxes
 - Two (2) Headsets, single muff
 - One (1) Gooseneck Microphone
 - One (1) Monitor, 22-inch, non-touch
 - One (1) Dual Pedal Footswitch
 - Integrated Instant Recall Recorder (IRR)
- One (1) spare CommandCentral Hub
- One (1) Control Room CEN consisting of:
 - One (1) 24-port Switch
 - One (1) Firewall
- One (1) AIS consisting of:
 - One (1) PC Workstation w/ shelf
 - One (1) Voice Processing Module (VPM) with the appropriate AIS software, which includes ADP and AES secure operation.

- One (1) KVM for initial configuration and future maintenance

The new operator position will interface to the existing dispatch LAN switch in the backroom. The existing dispatch ties to North Texas Interoperable Radio Network (NTIRN).

No new backroom equipment, furniture, or logging solution changes has been quoted. Customer's existing backup power, including UPS and generator, will be used for the position.

The additional position is quoted with the CommandCentral Hub. The CommandCentral Hub supports the MCC7500E dispatch client as an alternative to the USB Audio Interface Module (AIM). The CCHub provides both USB and analog interfaces for the Motorola Solutions standard peripherals. The CCHub includes an internal PC that runs the MCC 7500E voice dispatch software.

It is assumed there will be enough rack space and power (both primary and backup) for the above equipment. The customer is responsible for providing the relevant logger, API, and integration as needed directly from Eventide. The city will also be responsible for upgrading the logging system to make it capable of tying to the ASTRO 25 system. This may include hardware software changes, along with ensuring Eventide has licensed the necessary API licensing in order to interface with the ASTRO25 system. In case of future ASTRO release upgrades, the city will need to work directly with Eventide to ensure that their software and API interface remains compatible with the most current release. There may be potential upgrades needed on the Eventide logging end, which would need to be addressed directly between City of Crowley and Eventide.

Below is a detailed description of the proposed subscribers including the models, quantities and the features included.

The Subscriber Fleet includes the following:

- Qty 10 APX Consolettes (7/800 Band)
 - Full E5 Front Panel
 - No Mic
 - No Antenna (Connection to the customer's existing control station combiner)
 - Consolette Rack Mount Kit
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, Extended Dispatch, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 3 APX4500 Control Stations (7/800 Band)
 - O2 Control Head
 - Control Station Microphone
 - No Antenna (Customer intends to reuse existing antennas)
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 3 APX4500 Control Stations (7/800 Band)
 - O2 Control Head (Impact Green)
 - Control Station Microphone
 - 1/4 Wave Antenna
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 15 APX6500 Mobiles (7/800 Band)

- Remote Mount with E5 Control Head
 - Water Resistant Hand Microphone
 - 3dB Low Profile Antenna
 - WiFi/GNSS Antenna
 - 15W Water Resistant Speaker
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 7 APX6500 Mobiles (7/800 Band)
 - Remote Mount with O2 Control Head (Impact Green)
 - Water Resistant Hand Microphone
 - ¼ Wave Antenna
 - WiFi/GNSS Antenna
 - 15W Water Resistant Speaker
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 2 APX6500 Mobiles (7/800 Band)
 - Remote Mount with O2 Dual Control Head (Impact Green)
 - Water Resistant Hand Microphone
 - ¼ Wave Antenna
 - WiFi/GNSS Antenna
 - 15W Water Resistant Speaker
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 3 APX8500 Mobiles (7/800 & VHF Band)
 - Remote Mount with O2 Control Head (Impact Green)
 - Water Resistant Hand Microphone
 - Alternate Panorama All-Band Antenna
 - WiFi/GNSS Antenna
 - 15W Water Resistant Speaker
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, Site Selectable Alert, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 2 APX8500 Mobiles (7/800 & VHF Band)
 - Remote Mount with O2 Dual Control Head (Impact Green)
 - Water Resistant Hand Microphone
 - Alternate Panorama All-Band Antenna
 - WiFi/GNSS Antenna
 - 15W Water Resistant Speaker
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, AES & ADP Encryption, and Multikey.
 - Installation Services
- Qty 1 APX8500 Mobiles (7/800 & VHF Band)
 - Remote Mount with E5 Dual Control Head
 - Standard Palm Microphone

- Alternate Panorama All-Band Antenna
- WiFi/GNSS Antenna
- 15W Water Resistant Speaker
- Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, Mobile Impact Detection, AES & ADP Encryption, and Multikey.
- Installation Services
- Decommission of Qty 29 existing mobile radios in fleet vehicles
- Decommission of Qty 10 existing legacy rack-mounted consolettes at the Dispatch. Antenna system will remain for re-use
- Decommission of existing legacy consolettes radios in the EOC room. Antenna system will remain for re-use.
- Qty 46 APX6000 Portables (7/800 Band)
 - ¼ Wave Stubby Antenna
 - Standard Carry Holster
 - 3400 MAH Battery
 - XVP830 RSM, no channel knob
 - Features: Digital P25 Trunking, TDMA, Group Services, WiFi Capable, SmartConnect over WiFi Enablement, AES & ADP Encryption, and Multikey.
- Qty 46 Single Unit Charger
- Qty 46 Spare 3400 MAH Battery
- Qty 31 APX8000XE Portables (7/800 & VHF Band)
 - All Band Antenna
 - Standard Carry Holster
 - 3400 MAH Battery
 - XE500 RSM, no channel knob
 - Features: Digital P25 Trunking, TDMA, WiFi Capable, SmartConnect over WiFi Enablement, AES & ADP Encryption, and Multikey.
- Qty 1 Multi-Unit Charger
- Qty 20 Spare 3400 MAH Battery
- Qty 4 APX NEXT XE Portables (7/800 & VHF Band)
 - All Band Antenna
 - Carry Holster, 3-inch clip
 - 4400 MAH Battery
 - XVE500 RSM, no channel knob
 - Features: Core Bundle and Security Bundle
 - AT&T LTE Enabled
 - 1 Year SmartConnect, SmartProgramming, SmartLocate, and SmartMapping
 - 3 Years Radio Central Programming
- Qty 4 Single Unit Charger

All above mentioned radios include 3 year Essential Service.

SmartConnect requires current service offering subscription for use. No radio template development and programming assistance has been included.

Motorola understands the customer has worked with our channel partner in determining a backup conventional repeater replacement for Crowley's existing VHF PD & FD Quantars.

The below scope is included:

- Qty 2 MotoTRBO SLR8000 Conventional Repeaters (800 MHz) with corresponding antenna system, using existing building penetration.
- Installation of new backroom UPS
- Installation of new VHF antenna and VHF duplexer for the existing VHF Public Works Quantar.
- Decommissioning of existing VHF PD Quantar, VHF Fire Quantar, associated RFDS to the VHF PD and FD Quantars and existing UPS from the backroom.
- Removal of existing DB224 and DB222 antenna and line from the tower.
- Decommissioning service of legacy Motorola equipment: qty 3 MCC5500 rack equipment and qty 3 MCC5500 consoles in the EOC.
- Tower joint reinforcement for diagonal member between 66' and 76' elevation, based on recent tower structural results for proposed tower load.

Annual maintenance of the SLR8000 repeaters (Years 2-5) is included. As well as, bi-annual tower inspection.

Motorola understands the customer has worked with our channel partner to obtain any necessary FCC license changes; therefore, no FCC licensing assistance has been included in this scope.

Cable removal for the decommissioned equipment will be completed to the safest operational extent possible. Legacy CMD VHF radios in the EOC will remain in place for operation with VHF Public Works.

No additional tower work or tower coax removal is included.

1.3 System Components

1.3.1 MCC7500E Dispatch Console

The MCC 7500E IP dispatch console is a Motorola mission critical wire-line radio dispatch console system. The MCC 7500E is built on the MCC 7500 high-tier radio dispatch console platform and re-uses the MCC 7500 GUI. The MCC 7500E console offers mobility and versatility at a reduced footprint than the MCC 7500 console. The console provides dispatch users with reliable and convenient access to radio resources within the ASTRO 25 infrastructure.

The MCC 7500E console delivers true wire-line capability including Console Priority to give dispatchers immediate access to a talkgroup or conventional channel.

The MCC 7500E requires no external voice processing hardware (no VPM hardware) to perform dispatch operations. Audio vocoding and encryption are performed under the Windows Operating System. The MCC 7500E supports software based end-to-end encryption. The reduced hardware configuration is ideal for installation in limited spaces.

The following list describes the components included in the proposed configuration.

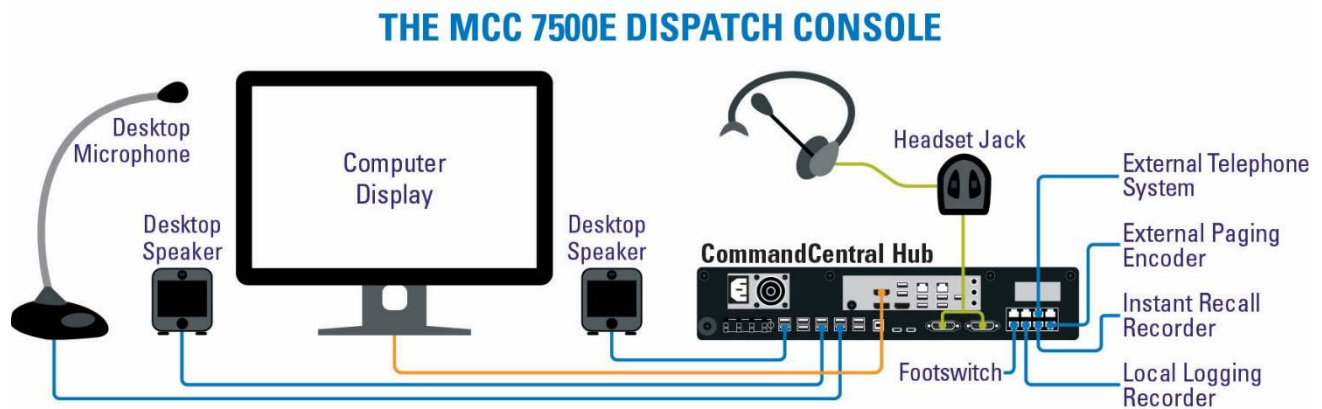


Figure 1-1: MCC 7500E Dispatch Position supports multiple accessories.

Computer Display

The dispatch position will use a 22-inch Computer Display.

B1956 CommandCentral Hub (CC Hub)

The CommandCentral Hub (Hub) supports the MCC 7500E dispatch client as an alternative to the USB AIM which is being phased out due to supply chain limitations. The 13 port USB Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard. This eliminates the need to purchase an external PC when using the Hub. Each Hub supports one MCC 7500E dispatch client.

The PC that is internal to the CommandCentral Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the MCC 7500E application.

The hub not only provides the computing platform for the dispatch client but also USB and analog interfaces for the various peripheral devices that can be connected to a dispatch client.

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

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.

1.3.2 AIS and Control Room CEN

Archiving Interface Server

The Archiving Interface Server (AIS) serves as the interface between the radio system and the logging recorder solution, archiving and transferring call audio and any information associated with the call (PTT ID, Alias, Type of Call, etc.) to the recorder. The AIS monitors all identified resources, passes call-control information to the logging recorder, and redirects the audio for those monitored channels to the logging recorder.

One AIS is capable of configuring 256 Talkgroups (TGs), out of which 120 TGs can be recorded simultaneously. If the City has all encrypted TGs, the AIS can support total 60 Encrypted TGs simultaneously.

The user can configure the logging recorder to monitor and record a set of radio system resources (trunked or conventional). The AIS monitors those identified resources, pass call-control information to the logging sub-system via an API, and redirects audio for those monitored channels to the logging sub-system via the LAN. The logging recorder then records this information to its storage media.

Control Room CEN

The CEN is a separate network on which third-party equipment and devices are installed. The CEN interfaces with the regular radio network via a firewall meant to protect the radio dispatch network from foreign devices malware and system access. It secures communications with outside networks. This facilitates traffic between the logger and the P25 system.

1.3.3 Description of All Radio Units

APX4500 Radio Solution

Motorola Solutions' APX 4500 Enhanced mobile radio offers interoperable communications and advanced public safety capabilities with a compact, ruggedized form factor to support users wherever the mission takes them. The APX 4500 Enhanced mobile is built to evolve alongside the City's personnel as new features and functionalities become available and operational needs change.



Figure 1-2: APX 4500

By providing a wide range of configuration options, the APX 4500 Enhanced mobile radio offers the functionality and security required by public works, public safety, and utilities personnel, no matter the budget.

The APX 4500 Enhanced mobile radio offers the following key benefits:

- **Easy Installation** – Streamlines installation that fits into the existing APX 4500 footprint, and reduces cost through the reuse of mounting holes and cables.
- **Ergonomic Controls** – Simplifies operation with enlarged, multifunctional knobs and intelligent lighting of the color screen. The compatible O2 Control Head with integrated speaker (available in grey/green) is easy to read and operate in emergency situations.
- **Ruggedized Form Factor** – Features an IP56 durability rating (the highest certification for mobiles) and meets applicable MIL-STD 810C, D, E, F, G standards, allowing the APX 4500 Enhanced to provide reliable performance even in severe conditions.
- **Secure Communications** – Enables secure and reliable communications for public safety personnel via AES Encryption.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.

The APX 4500 Enhanced mobile radio is compatible with advanced features and data applications to meet a variety of operational needs. These features include integrated Wi-Fi capabilities, Hardware AES Encryption, remote mount configuration, and compatibility with the Motorola Solutions' green O2 Control Head.

Please reference the proposed equipment section for Crowley's purchased features.

APX6500 Mobile Radio Solution

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications anywhere the City's operation requires. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced supports multiple configuration options and advanced safety applications directly from the field, such as ViQi Virtual Partner, SmartConnect, and GPS location tracking. These features allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



Figure 1-3: APX 6500

The APX 6500 Enhanced mobile is built to evolve alongside the City's personnel as new features and functionalities become available and operational needs change.

The APX 6500 Enhanced mobile radio offers the following key benefits:

- **Easy Installation** – Streamlines installation and reduces cost with a smaller footprint and, if necessary, the reuse of trunnions.
- **SmartConnect Integration** – Offers automatic switchover to Wi-Fi (with configuration to Wi-Fi hotspot and an LTE router in the vehicle) when out of range of LMR coverage. This SmartConnect integration extends public safety communications over carrier networks when in areas such as remote areas and municipalities.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.
- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations. The APX 6500 Enhanced mobile is compatible with the O2, O3, O5, and O7 control heads, as well as the E5 control head.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption, Programming over Project 25 (POP25), Text Messaging Over-the-Air Rekeying (OTAR), 12 character RF ID asset tracking, Dual Radio capabilities, Tactical OTAR, and motorcycle mounting capabilities.

Please reference the proposed equipment section for Crowley's purchased features.

APX8500 Mobile Radio Solution

The APX 8500 is Motorola Solutions' first all- band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission- critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



Figure 1-4: APX 8500

With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

Please reference the proposed equipment section for Crowley's purchased features.

APX® All-Band Consolette

The APX All-Band Consolette provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX All-Band Consolette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



APX All-Band Consolette

The APX All-Band Consolette's P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls. In addition, optional features and benefits of the APX All-Band Consolette include:

- **Optional Multi-Band Operation in One Radio** – The APX All-Band Consolette delivers the convenience of three radios in one while maintaining APCO TIA receiver specifications. With the APX All-Band, personnel can use one consolette to communicate and provide dispatch operations across multiple digital and analog

- networks that operate in any three of the following frequency bands: 700 MHz, 800 MHz, VHF, and UHF (R1/R2).
- **Meets Radio Users' Needs** – The APX All-Band Consolette is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), and Enhanced Encryption Software Options. It is also capable of 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, and Message Update Decode.

Please reference the proposed equipment section for Crowley's purchased features.

APX6000 Portable Radio Solution

The APX 6000 provides first responders with superior communication capabilities and enhanced situational awareness, keeping them connected and focused and during critical moments.

Benefits of the APX 6000 include:

- **Enhanced Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of the City's users through various data applications (Over-the-Air Programming (POP25) and Text Messaging).
- **Superior Audio Performance** –The APX 6000's dual-sided two-microphone noise-canceling technology ensures clear audio through noise suppression technology that locates the user and cancels out any background noise.
- **Ergonomic, Discreet Design** – The T-Grip design offers a secure grip and exaggerated buttons for operation while multitasking, improving the user's focus. The LCD Display allow users to quickly read messages at a glance, and a high contrast color display screen ensures easy viewing in difficult lighting conditions or when viewing at an angle. In addition, the APX 6000's sleek design helps users communicate discreetly with team members.
- **Rugged Design Features** – Heavy-duty design features provide additional durability. Because it meets Submersible IP68 standards with the option to upgrade to a rugged housing (2 meters, 2 hours), the APX 6000 will function even when immersed in water.



Please reference the proposed equipment section for Crowley's purchased features.

APX8000XE Portable Radio Solution

Designed with the help of first responders around the world, the APX 8000XE is a portable radio that provides all-band access created specifically for users working in extreme conditions.

The APX 8000XE offers:

- **All-Band Interoperability** – The APX 8000XE offers four-band interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands, allowing users to communicate freely without network limitations.
- **Superior Audio Performance** – The APX 8000XE's adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to cancel out the background noise as it changes in the radio user's environment. Its adaptive speaker equalization also automatically adjusts to enhance sound for audio clarity.
- **Enhanced Connectivity Functions** – It offers GPS Outdoor Personnel Tracking, which enables location sharing for each radio user, resulting in more efficient task assignment and enhanced user safety. It also connects with Bluetooth, connecting with remote speaker microphones, surveillance kits, and the LEX L10 for remote radio control.
- **Resilient Environmental Protection** – The APX 8000XE features exaggerated controls, including spaced knobs, large buttons, and a shielded push-to-talk button to facilitate easier operation. Enlarged screens are easier for users to read in dark conditions.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000XE is ready for the unpredictable environments of public safety. Its interior protects against water intrusion and can withstand up to 2 meters of water submersion. An additional speaker grill provides better water runoff to improve overall communications. Its battery protects from resetting, powering off, or ejecting the battery upon impact from being dropped, and its tempered glass display protects the screen from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000XE is equipped with encryption and P25 Radio Authentication, which ensures that only valid users can access the system and all sensitive information.



The APX 8000XE is available in multiple color housing options based on the City's preference (standard black, public safety yellow, and high impact green).

Please reference the proposed equipment section for Crowley's purchased features.

APX NEXT XE Portable Radio Solution

APX NEXT XE is Motorola Solutions' next-generation P25 radio to access and act on critical information while maintaining their focus and accessible touch interface, audio optimized for high-noise environments, and extended coverage through broadband connectivity, APX NEXT XE delivers actionable intelligence to the point of engagement. This lifeline supports users in the moments that matter and keeps people connected wherever the mission takes them, especially in high-stress situations and extreme environments.

Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS features, the APX NEXT XE brings future-ready applications, services, and best-in-class connectivity to extreme users. The cloud-based provisioning system will allow your agency to quickly procure, provision, and update your APX NEXT XE fleet, reducing the downtime needed to get devices into the field. This streamlined ownership experience saves support staff valuable time and keeps them focused on key tasks.



and fire personnel
s. With a natural

APX NEXT XE provides the following advanced features and fire-focused capabilities:

- **Smart Touch** – Easier operation with an intuitive touch UI, usable with gloves up to 4mm thick. The APX NEXT XE user experience is centered around a 3.6" impact resistant touch display and shallow menu hierarchy that offer more information at a glance and quicker engagement with critical applications. This clean visual layout increases the usability of the APX NEXT XE radio and helps your users find the information they need without pause or distraction.
- **Rugged, Ergonomic Design** – Increased durability with an alloy frame and internal shock-absorbing structures. The exaggerated T-Grip ergonomic design, full color top display, and larger tactile knobs support efficient use in emergency situations while wearing gloves. Patented touch technology helps with gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX NEXT XE is rated IP68, UL Div 2, and meets the same MIL standards for ruggedization achieved by our APX radios.
- **Interoperability** – Supports all public safety frequency bands (7/800 MHz, VHF, UHF) for full interoperability across radio systems with minimal intervention by the radio user.
- **Fleet Management** – Quick radio provisioning, remote updates, and streamlined management for fire personnel, delivering greater awareness of the entire APX NEXT XE fleet. Using Motorola Solutions' cloud-based RadioCentral Programming, APX NEXT XE supports faster provisioning and deployment to get devices in the hands of responders and out into the field.

Across all aspects of the radio experience—deployment, operation, maintenance, and ownership—APX NEXT XE advances usability and performance in demanding situations. This extreme device brings streamlined interfaces, easy access, and mission critical reliability to your agency's fire operation, while protecting the focus that fire personnel need to stay safe and effective.

[SmartConnect Application Service](#)

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT XE and supported devices, SmartConnect keeps fire personnel connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as fire personnel roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to

ensure that fire personnel continue to have access to the critical features they need in dangerous situations.

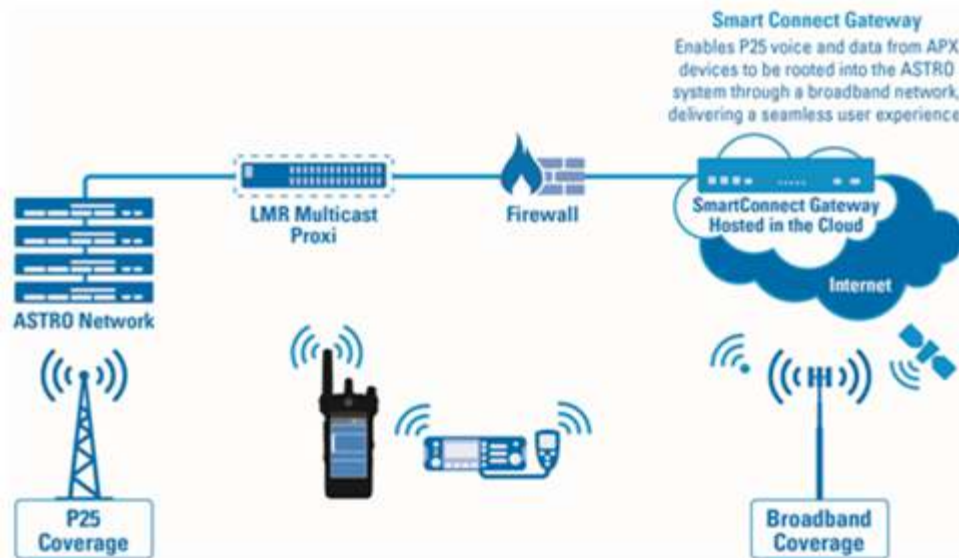


Figure 1-6: APX NEXT XE SmartConnect Network Elements

SmartConnect allows users to retain most P25 radio features when out of range of LMR, including the following:

- Agency Groups
- Dynamic Regrouping
- Call Alert
- Emergency Call & Alarm
- FDMA/TDMA to/from LMR System
- Group Call Clear/Encrypted
- Group Regrouping
- Multigroup
- PTT ID
- Priority Monitor Scan
- Radio Authentication
- Radio Check
- Radio Inhibit/Uninhibit
- Radio Interrupt/Console Takeover
- Status Update
- ViQi Virtual Partner via LMR network

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

SmartLocate Application Service

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

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

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

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

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

SmartMapping Application Service

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

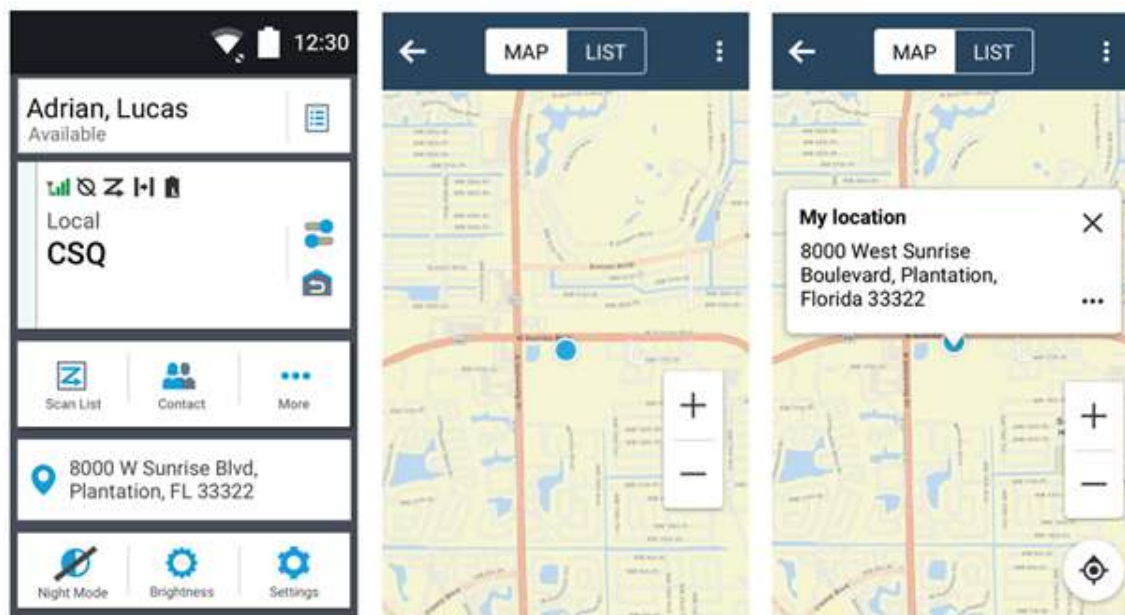


Figure 1-7: SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT XE fire personnel:

- Search for specific users to communicate with using accessible, on-screen navigation and search tools.

- Select map layers to get a different area view, including Street View, Terrain, or Satellite Image.

- Adapt to changing agency needs as new integrations and capabilities are introduced for the SmartMapping application.

SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT XE devices do not need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT XE device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral Programming devices in minutes.

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

Radio Central

RadioCentral Programming streamlines the APX NEXT XE out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APX NEXT XE device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and

installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

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

Please reference the proposed equipment section for Crowley’s purchased features.

1.3.4 MOTOTRBO SLR Site Repeater

SLR 8000 Site Repeater

The SLR 8000 Site Repeater is a high-performance, versatile digital repeater that provides wide-area network coverage and high capacity to meet demanding communication needs. The SLR 8000 repeater’s 100W transmitter output and highly sensitive receiver enable it to deliver reliable radio coverage in open areas, and in congested locations that require powerful transmission and reception for coverage. Engineered for reliability and flexibility, the SLR 8000 features a modular design that is simple to maintain and install. The included IP-based interface can integrate applications and consoles directly into the proposed system.



Figure 1-5: SLR 8000 Site Repeater

1.4 Electrical, HVAC, and Equipment Space Requirements

Customer’s power and backup power, including UPS and generator, will be used for the positions and AIS/Control Room CEN.

Motorola requires one (1) 20 Amp Quad outlet per console position.

The table below shows the minimum power requirement for the proposed equipment.

Table 1 – Power Requirements

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
Dispatch Floor					
MCC7500E Dispatch Console (CC Hub, Peripherals as Quoted)	1	420	1435	420	1435
Totals				420	1435
Equipment Room					

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
AIS (Workstation, VPM, KVM)	1	570	1945	570	1945
Control Room SW	1	68	233	68	233
Control Room FW	1	122	416	122	416
SLR8000	2	252	860	504	1720
Totals				1264	4314

1.5 Bandwidth Requirement

The City of Crowley's dispatch connects to the Regional P25 System, NTIRN, by means of customer-provided Ethernet connection. Any necessary configuration changes or bandwidth reallocation would be the customer's responsibility.

1.6 Cutover

City of Crowley and Motorola will need to develop a cutover plan. Motorola will closely work with the City and provide a cutover plan during the implementation phase of this project.

From a high level, the new console will be cold installed and configured on customer-provided console furniture on the dispatch floor. After a successful acceptance test, the console will be placed into service for dispatch personnel to use.

1.7 Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment. This plan will validate that the City's solution operates according to its design.

An ATP will be provided during the implementation phase of this project. All tests will be performed as described in the ATP and the acceptance test procedures will be mutually approved prior to the start of the acceptance testing. Customer representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

Section 2

Statement of Work

2.1 Overview

The document delineates the responsibilities between Motorola and City of Crowley as agreed to by contract.

The following table describes the tasks involved with installation and configuration.

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

Tasks	Motorola Solutions	Customer
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Ensure that necessary frequency licensing updates to meet project requirements, and pay any necessary licensing and frequency coordination fees.		X

Tasks	Motorola Solutions	Customer
Deliverable: Finalized design documentation based upon “frozen” design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, as necessary.		X
Provide completed structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify tower to ensure that they are capable of supporting proposed antenna loads as described in the system description. Any further modification required would be customer responsibility.	X	
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X

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

Tasks	Motorola Solutions	Customer
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Removal and transport of old equipment as described in system description.	X	
Deliverable: Equipment installed.		
Antenna and Transmission Line Installation		
Install antennas.	X	
Install transmission lines required for system.	X	
Provide structure penetrations for transmission equipment (e.g. antennas & microwave line.).		X
Provide and install attachment hardware for supporting transmission lines on antenna support structure.	X	
Deliverable: Antenna and Transmission Line installed.		
ASTRO 25 Site Installation and Configuration		

Tasks	Motorola Solutions	Customer
Provide sufficient rack space for the proposed equipment. Also provide adequate power and grounding system for the proposed hardware. (Motorola to re-use rack space freed from legacy equipment decommissioning effort, as defined in the system description.)		X
Install fixed equipment contained in the equipment list and system description.	X	
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.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor. Including peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Perform console programming and configuration using City's existing GUI.	X	
Deliverable: Console equipment installation completed.		
Control Station/Console Installation and Configuration		
Provide the locations of control stations and desk sets at each site.		X
Survey mounting locations and develop control station installation plan.	X	
Provide adequate space, grounding, and power for the control station/consolettes installation.		X
Interface Control Station to customers existing antenna (qty 3) and use the proposed interior antenna (for the remaining qty 3), as described in the system description. Motorola assumes in-building coverage is sufficient to use the proposed interior antenna. Motorola assumes the existing control station antennas and coax to be reused are in good working order. If the existing antennas are not in working order or require adjustments or replacement a change order will be required. Motorola has not included any time to assist in troubleshooting the existing hardware.	X	
Install control stations identified in the equipment list at the customer indicated desk location.	X	
Install consolettes identified in the equipment list at the customer indicated rack mounted location.	X	

Tasks	Motorola Solutions	Customer
Interface Consolettes to customers existing antenna system (qty 10) via the customer's existing control station combiner. Motorola assumes the existing control station antennas and coax to be reused are in good working order. If the existing antennas are not in working order or require adjustments or replacement a change order will be required. Motorola has not included any time to assist in troubleshooting the existing hardware.	X	
Perform control station/consolette programming. No cost has been included for any Console Programming changes as a result from backup radios changes. It was assumed like for like templates will be used.		X
Deliverable: Control station equipment installation completed.		
Logging Equipment Installation and Configuration		
Provide an Eventide logging recorder that is compatible to be interfaced with Motorola provided Archiving Interface Server. This may include hardware/software changes, along with ensuring Eventide has the necessary API licensing from Motorola in order to interface with the ASTRO25 system.		X
In case of future ASTRO release upgrades, Crowley will need to work directly with Eventide to ensure that their software and API interface remains compatible with the latest system release. There may be potential upgrades (hardware/software) needed on the Eventide logging end which would need to be addressed directly between City of Crowley and Eventide.		X
City of Crowley will be responsible for the installation of all the logging related equipment that will be provided for this project. City of Crowley will work directly with Eventide to address any logging issues that may arise.		X
City of Crowley will be responsible for the installation of all the logging related equipment that will be provided for this project. City of Crowley will work directly with Eventide to address any logging issues that may arise.		X
City of Crowley will extend the connection from the Control Room CEN switch to the network where the logging recorder resides. City of Crowley shall be responsible to configure the network where Eventide resides to have access to the Control Room CEN network.		X
City of Crowley is responsible to ensure that the technical resources from the logging vendor are available when the AIS configuration is completed to confirm that the AIS and the logger are integrated successfully.		X
City of Crowley shall be responsible to provide a KVL with the appropriate cable and encryption keys to program the AIS at the time of installation for Motorola to load the keys on to the AIS.		X

Tasks	Motorola Solutions	Customer
Provide, Install, and Configure firewall and CEN Switch.	X	
Provide, Install and Configure the AIS.	X	
Setup and verify interface between AIS, firewall with demarcation being Motorola's Control Room CEN switch.	X	
Deliverable: Logging equipment installation completed.		
Develop User Radio Fleetmap		
Review and determine modifications to existing fleetmap.		X
Develop templates.		X
Program the approved templates into fleet.		X
Program any necessary encryption keys into fleet		X
Deliverable: Fleetmap plan completed and approved by Customer.		
Mobile Radio Installation and Programming		
Develop and approve prototypes for each type of mobile installation.	X	
Test features and functionalities of the mobile templates.		X
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap.		X
Provide a minimum of three (3) vehicles per day for installations at the location designated by Motorola and the installation shop. The last vehicle should be in for the installation prior to 2 p.m.		X
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.	X	
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	X	
Remove the existing mobiles from the vehicle at the time of installation of the new radios	X	
Deliverable: Mobile radios installed and accepted		
Portable Radio Programming and Distribution		
Deliver portable radios to authorized Customer personnel.	X	

Tasks	Motorola Solutions	Customer
Program portable radios with each template version and activate them on the system.		X
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap.		X
Distribute portable radios to end users.		X
Deliverable: Portable radios accepted and distributed.		
SYSTEM OPTIMIZATION AND TESTING		
Electromagnetic Interference (EMI) Analysis		
Perform EMI analysis for the Motorola Solutions-supplied equipment, if necessary. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.	X	
Resolve any interference caused by equipment not supplied by Motorola Solutions.		X
Deliverable: EMI analysis completed.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		

Tasks	Motorola Solutions	Customer
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	

Tasks	Motorola Solutions	Customer
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 Assumptions

Motorola has based the system design on information provided by Crowley and an analysis of their system requirements. A list of general assumptions has been noted below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of City of Crowley.
- Customer will be responsible to provide all necessary power and backup power/generator to meet the power requirements of the proposed system. Motorola is replacing existing backroom UPS as a part of this scope.
- The customer will work with Motorola's partner to install new Ethernet cable from the dispatch floor to the equipment room. It is assumed existing conduit from the dispatch floor to the equipment room can be re-used to add the additional cabling for the op position.
- Any required system interconnections not specifically outlined here will be provided by the Customer.
- The dispatch center will have enough space to accommodate the new MCC 7500E position. The Customer is responsible to provide space to accommodate new dispatch equipment. Customer will provide furniture for new position and ensure that required power outlets are present to power new equipment.
- City of Crowley to ensure communication site meet space, grounding/surge suppression to R56 standards, power, and connectivity requirements. Any structural modification, including wall penetrations, to install cabling will be customer responsibility.
- Where necessary, City of Crowley will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site.
- Motorola assumes that the existing backhaul links will be capable of handling the new dispatch position. In case of any issues, it will be the City's responsibility to provision additional bandwidth for the site.
- The customer will work with Motorola to meet any HEPA requirements during the install of the new op position.

- Resolve any environmental issues including, but not limited to, asbestos, structural integrity (rooftop, water tank, tower, etc.) of the site, and any other building risks. (Resolve environmental or hazardous material issues).
- Any logging configuration changes would be customer responsibility. It is assumed analog re-punch downs for logging are not needed for the new consolettes.
- This proposal does not include any telephony media gateway or the connection of telephones to the console position.
- This proposal does not include any paging features connected to the console position.
- No training has been included.
- Crowley will obtain any ILA/MOUs or lease agreements necessary to install the proposed equipment.
- Motorola assumes rack space is available to accommodate the proposed equipment.
- Motorola assumes electrical circuits are available within 6ft of the rack that equipment will be installed.
- Motorola assumes that only ADP and AES Encryption are required on the AIS. Additional encryption algorithms will require a change order and any cost associated shall be the responsibility of the customer.
- Any further remediation required (beyond the scope described in the system description) to accommodate the proposed antenna loading will be the responsibility of the customer.
- It can be noted the structural analysis has already been performed through Motorola's Channel Partner. If any design modifications resulting in a new analysis being necessary; the updated analysis would be customer responsibility.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola receiver(s). Should the customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No coverage guarantees or testing is included in this proposal.
- Motorola Solutions has included the following a one-year free trial on the following Smart Features for the proposed APX NEXT XE radios: SmartProgramming, SmartConnect, SmartLocate, SmartMapping.
- No radio programming or template development is included in this proposal.

2.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.4 Schedule

Below is a high level schedule of tasks with an approximate timeline and order of events. A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of Crowley at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

Figure 2 – High Level Schedule

	2023					
	Q3			Q4		
PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Project Kickoff						
Equipment Order/Ship						
Install Position						
Program / Config						
Testing						
Cut-Over (Go-Live)						
Final Acceptance						

Section 3

Advanced Plus Services

Section 1

Section 2

Section 3

Section 1

Section 2

Section 3

3.1 Overview

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of Crowley's network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- On-site Support.
- Annual Preventive Maintenance.
- Network Updates.
- Security Monitoring.

Together, these elements will help to avoid operational disruptions and maintain the value of Crowley's communications investment.

3.2 Advanced Plus Services Element Descriptions

The following sections describe the elements proposed for Crowley's ASTRO 25 infrastructure.

3.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor Crowley's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

3.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Crowley to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

3.2.3 Network Hardware Repair with Advanced Replacement

To restore Crowley's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

To reduce the impact of a malfunction, Motorola Solutions will exchange malfunctioning equipment with Advanced Replacement units or Field Replacement Units (FRU), as available. Motorola Solutions' repair depot will diagnose and repair malfunctioning components, and once repaired, add those to the depot's FRU inventory. Replacement components will remain in Crowley's ASTRO 25 network to maintain continued network functionality.

If Crowley prefers to maintain their existing FRU inventory rather than using Motorola Solutions' depot inventory, Motorola Solutions can provide "loaner" FRUs during the repair process.

3.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Crowley's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between Crowley and Motorola Solutions.

3.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

3.2.6 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps Crowley's ASTRO 25 network compatible with expansion elements, as well as new products or features. With Network Updates, Crowley's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Crowley's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Crowley will have access to the technology, support, and planning expertise needed for an effective upgrade.

3.2.7 Security Monitoring

Increased network activity, reduced performance, and loss in functionality may be symptoms of malicious software intrusion. Motorola Solutions will continuously monitor Crowley's ASTRO 25 network for attempts to compromise the network. Security Monitoring tools will collect automatic alerts from network firewalls, intrusion detection systems (IDS), Syslog, and anti-malware systems. Motorola Solutions security personnel will evaluate if that alert indicates there is an active cybersecurity threat. If personnel find a potential threat, Motorola Solutions will alert Crowley.

3.3 Motorola Solutions Service Delivery Ecosystem

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Crowley's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

3.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Crowley, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

3.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

3.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Crowley with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Crowley's representatives to check repair status, from inbound shipment to return.

3.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Crowley's key point of contact for the definition and administration of services. The CSM will work with Crowley to define service delivery details to address Crowley's specific priorities.

3.3.5 MyView Portal

To provide Crowley with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



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

With MyView Portal, Crowley's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding 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.

3.4 System Upgrade Agreement II

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps the City of Crowley's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, the City of Crowley's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Parker City's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, the City of Crowley will have access to the technology, support, and planning expertise needed for an effective upgrade.

Section 4

Pricing Summary

Motorola is pleased to provide the following equipment and services to the City of Crowley.

Description	Price
MCC7500E Dispatch Console Add-On and AIS / Control Room Network	
One MCC7500 Dispatch Consoles and AIS - Equipment	\$123,103.00
Professional Services - Project Management, Installation, Configuration, Optimization, Testing and Documentation	\$122,686.00
Warranty Service – Year 1	Included
<i>DIR-TSO-4101 Contract Discounts and Fort Worth System User Discount</i>	<i>(\$33,965.00)</i>
Subscriber Refresh and Mobile Installation	
APX and NEXT Portable and Mobile Radios , includes mobile installation, with DIR-TSO-4101 and Fort Worth System User Discounts Applied	\$858,829.00
Warranty Service – Year 1	Included
Backup Conventional Repeater	
SLR 8000 Repeater Reconfiguration	\$143,346.00
Total	\$1,213,999.00

Ongoing Maintenance and Lifecycle pricing for the new console position and AIS / CEN equipment (for planning purposes only)

SUA and Maintenance	MCC7500E Add-On Position	AIS and CEN
Year 2	\$10,446.00	\$17,739.00
Year 3	\$10,788.00	\$18,359.00
Year 4	\$11,143.00	\$19,003.00
Year 5	\$11,514.00	\$19,673.00

Price Adjustment

Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Section 5

Contractual Documentation

This proposal is subject to the terms and conditions of Texas DIR-TSO-4101 contract. The City of Crowley may accept this proposal by issuing a purchase order referencing “Motorola’s Proposal and the terms and conditions of the Texas DIR-TSO-4101 contract.”

This purchase will be funded with Motorola’s Equipment Lease-Purchase Agreement #25432.

- Data Location

- Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to City Data is necessary to enable third tier development support personnel located in Denmark, Poland, India or Malaysia to perform fixes or other remedial services associated with the products and services purchased hereunder.

- Product Accessibility

- Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on it’s environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available), complete a VPAT assessment in a reasonable timeframe, or respond to an accessibility information requests within in reasonable timeframe.

Lessee Addendum

This is an addendum to the Lease Purchase Agreement executed on _____ (the “Agreement”) between Motorola Solutions, Inc. (the “Lessor”) and the City of Crowley, Texas, a unit of government in the State of Texas (the “Lessee”) (collectively, the “Parties”). The terms of this addendum shall supersede any contrary provision in the Agreement.

1. Indemnity

Any indemnity agreement under which the Lessee is to provide any indemnity of any kind to the Lessor shall be only to the extent allowed by Texas law.

2. Non-Appropriation

The Lessee, by entering into the Agreement, acknowledges its current intention to make all payments due during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make such payments, or to incur such liability or debt beyond the revenue and income provided during its then-current fiscal year.

In the event no funds or insufficient funds are appropriated by Lessee in any fiscal period for any payments due hereunder (a “Nonappropriation”), Lessee will notify Lessor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made, such termination without penalty or expense to Lessee of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated, and which are due at the end of said fiscal period.

Nothing in the Agreement, or in any addendum, attachment, or elsewhere, shall obligate the Lessee to create a debt of the Lessee beyond its current Fiscal Year. LESSOR HAS NO RIGHT TO COMPEL LESSEE TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF THE DEBTOR.

In the event of a Nonappropriation by the Lessee, the Lessee will immediately notify the Lessor or its assignee of such occurrence and the Lessee’s right of possession in any leased property and all of Lessee’s interest in such property, shall immediately terminate when Nonappropriation occurs. In such case, the liability and obligations of the Lessee and the sole and exclusive remedy of Lessor will be limited to recovery of that property.

3. Disclosure of Public Information

The Parties agree that Lessee is a unit of government, and is subject to public information laws, including, inter alia, the Texas Public Information Act, and the Federal Freedom of Information Act, and similar laws, and that information relating to the Agreement and any goods or services to be provided may be public information, and subject to disclosure under the noted

laws, or others. Notwithstanding anything to the contrary, Lessee may disclose any information provided by Lessor as required by law.

4. Venue and Choice of Law

The Agreement and this Addendum to the Agreement, and any dispute, cause of action, claim, or other dispute arising from them, singularly or collectively, and any applicable question of interpretation, shall be interpreted under the laws of the State of Texas without consideration of any Conflict of Law provision. Any claim so arising must be filed and pursued only within the Court of the State of Texas where Lessee is located, or in Federal Courts in the district and division where Lessee is located.

5. Texas Government Code Verifications

Lessor verifies and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, , or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

Comply with Clarification:

MSI has limited business with Sudan, mostly related to United Nations programs. In fact, the US embargo on Sudan was terminated back in early 2021.

- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

Motorola Solutions, Inc. (Lessor)

Signature:



Name:

Clay Cassard

Title:

Territory Vice President

Date:

8/11/2023

City of Crowley (Lessee)

Signature: _____
Name: _____
Title: _____
Date: _____



City of Crowley, Texas Mayor and Council Report

PRESENTER:	Kristi White Municipal Court Administrator				MEETING DATE: August 17, 2023			
DEPARTMENT:	Municipal Court				AGENDA ITEM: VII-3			
SUBJECT:	Discuss and consider approval of Ordinance 08-2023-500, an ordinance of the City of Crowley, Texas, repealing the City's juvenile curfew ordinance codified in Chapter 54 "Offenses", Article II "Minors", Division 2 "Curfew" of the code of ordinance.							
COORDINATION:	Finance		City Sec	CCK	Comm Dev		PW	
	Dept Directo	LW	HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

The State of Texas 88th Legislature passed HB 1819, making the establishment of local juvenile curfew ordinances unlawful (except for the purposes of emergency management). That legislation was signed by Governor Greg Abbott on June 6, 2023 with an effective date of September 1, 2023.

In compliance with this new legislation, the City should repeal its existing juvenile curfew ordinance.

RECOMMENDATION:

Recommend approval

FISCAL INFORMATION:

Passing of this ordinance does not affect the budget.

ATTACHMENTS:

1. HB 1819 Bill Text
2. Ordinance 08-2023-500

AN ACT

relating to the repeal of the authority of political subdivisions to adopt or enforce juvenile curfews.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 45.045(c), Code of Criminal Procedure, is amended to read as follows:

(c) This article does not limit the authority of a court to order a child taken into custody under Article 45.058 [~~or 45.059~~].

SECTION 2. Article 45.060(a), Code of Criminal Procedure, is amended to read as follows:

(a) Except as provided by Article [~~Articles~~] 45.058 [~~and 45.059~~], an individual may not be taken into secured custody for offenses alleged to have occurred before the individual's 17th birthday.

SECTION 3. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) running away from home under Section 51.03(b)(2);

(B) a fineable only offense under Section 51.03(b)(1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would not have been criminal if engaged in by an adult;

(C) a violation of standards of student conduct as described by Section 51.03(b)(4);

(D) [~~a violation of a juvenile curfew ordinance or order; or order;~~

[~~E~~] a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or

(E) [~~F~~] a violation of any other fineable only offense under Section 8.07(a)(4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.

SECTION 4. Section 38.003(a), Government Code, is amended to read as follows:

(a) The judge of a county, justice, or municipal court, in accordance with Section 38.002, may award money from a judicial donation trust fund established under Section 38.001 to eligible children or families who appear before the court for a truancy [~~or curfew~~] violation or in another misdemeanor offense proceeding before the court.

SECTION 5. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA: JUSTICE, MUNICIPAL, AND TRUANCY COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, municipal court, or truancy court shall report the number of cases filed for:

(A) truant conduct under Section 65.003(a), Family Code; and

(B) the offense of parent contributing to nonattendance under Section 25.093, Education Code; and

~~[(C) a violation of a local daytime curfew ordinance adopted under Section 341.905 or 351.903, Local Government Code; and]~~

(2) in cases in which a child fails to obey an order of a justice court, municipal court, or truancy court under circumstances that would constitute contempt of court, the justice court, municipal court, or truancy court shall report the number of incidents in which the child is:

(A) referred to the appropriate juvenile court for delinquent conduct as provided by Article 45.050(c)(1), Code of Criminal Procedure, or Section 65.251, Family Code; or

(B) held in contempt, fined, or denied driving privileges as provided by Article 45.050(c)(2), Code of Criminal Procedure, or Section 65.251, Family Code.

SECTION 6. Chapter 370, Local Government Code, is amended by adding Section 370.007 to read as follows:

Sec. 370.007. JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.

(b) This section does not apply to a curfew implemented under Chapter 418, Government Code, for purposes of emergency management.

SECTION 7. Section 8.07(e), Penal Code, is amended to read as follows:

(e) A person who is at least 10 years of age but younger than 15 years of age is presumed incapable of committing an offense described by Subsection (a)(4) or (5) ~~[, other than an offense under a juvenile curfew ordinance or order]~~. This presumption may be refuted if the prosecution proves to the court by a preponderance of the evidence that the actor had sufficient capacity to understand that the conduct engaged in was wrong at the time the conduct was engaged in. The prosecution is not required to prove that the actor at the time of engaging in the conduct knew that the act was a criminal offense or knew the legal consequences of the offense.

SECTION 8. The following provisions are repealed:

(1) Article 45.059, Code of Criminal Procedure;

(2) Section 341.905, Local Government Code;

(3) Section 351.903, Local Government Code; and

(4) Section 370.002, Local Government Code.

SECTION 9. A violation of a juvenile curfew ordinance or order may not be prosecuted or adjudicated after the effective date of this Act. If on the effective date of this Act a criminal or civil action is pending for a violation of a juvenile curfew ordinance or order, the action is dismissed on that date. However, a final conviction or adjudication for a violation of a juvenile curfew ordinance or order that exists on the effective date of this Act is unaffected by this Act.

SECTION 10. This Act takes effect September 1, 2023.

President of the Senate

Speaker of the House

I certify that H.B. No. 1819 was passed by the House on May 4, 2023, by the following vote: Yeas 114, Nays 28, 1 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 1819 was passed by the Senate on May 17, 2023, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

Approved:

Date

Governor

<https://capitol.texas.gov/tlodocs/88R/billtext/html/HB01819F.HTM>

ORDINANCE 08-2023-500

AN ORDINANCE OF THE CITY OF CROWLEY, TEXAS, REPEALING THE CITY'S JUVENILE CURFEW REGULATIONS IN CHAPTER 54 "OFFENSES," ARTICLE II "MINORS," DIVISION 2 "CURFEW," CONTAINED IN THE CROWLEY CODE OF ORDINANCES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City previously adopted juvenile curfew regulations, codified in Chapter 54 "Offenses", Article II "Minors", Division 2 "Curfew"; and

WHEREAS, effective September 1, 2023, House Bill 1819 of the 88th Texas Legislature prohibits cities from adopting or enforcing an order, ordinance, or other measure that imposes a curfew on juveniles; and

WHEREAS, the City Council of Crowley, Texas, finds it is necessary to repeal the City's juvenile curfew ordinance in compliance with state law and legislative intent.

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

SECTION 1.

Chapter 54 "Offenses", Article II "Minors", Division 2 "Curfew," of the City of Crowley Code of Ordinances, is hereby repealed in its entirety pursuant to House Bill 1819.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of Crowley, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since

the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect beginning September 1, 2023, and it is so ordained.

PASSED AND APPROVED ON THIS ____ DAY OF _____, 2023.

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER:		Heather Gwin Assistant Finance Director				MEETING DATE: August 17, 2023		
DEPARTMENT:		Finance				AGENDA ITEM: VII-4		
SUBJECT:		Discuss and consider adoption of Ordinance 08-2023-501 amending the FY2022-23 City of Crowley Operating Budget and appropriating resources to be known as “FY2022-23 Budget Amendment No. 1”; establishing an effective date.						
COORDINATION:	Finance	HG	City Sec		Comm Dev		PW	
	Dept Director	LW	HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Amending the budget for 2021-22 and 2022-23 year end purchases requested during the budget process.

RECOMMENDATION:

Staff recommends approval

FISCAL INFORMATION:

See Exhibit A attached.

ATTACHMENTS:

1. Ordinance 08-2023-501
2. Exhibit A: 2022-23 Budget Amendment #1

ORDINANCE No. 08-2023-501

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, AMENDING THE FY2022-2023 CITY OF CROWLEY OPERATING BUDGET AND APPROPRIATING RESOURCES TO BE KNOWN AS “FY2022-23 BUDGET AMENDMENT NO. 1”; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the budget for the City of Crowley, Texas for the Fiscal Year 2022-23 has heretofore been approved as provided by law; and

WHEREAS, unusual and unforeseen conditions have arisen which could not by reasonable diligent thought have been included nor considered prior to or at the time of the adoption and revision of said budget as aforesaid; and

WHEREAS, public necessity has arisen requiring the amendment to said budget.

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

SECTION 1

The revised budget figures known as Exhibit A “2022-23 Budget Amendment No. 1 to the “General Fund,” for fiscal year 2022-23, be, and the same are hereby, in all things, approved and appropriated by department, and any necessary transfers between accounts and departments are hereby authorized, approved and appropriated.

SECTION 2

This ordinance shall be effective from, and after, the date of its passage by the City Council of the City of Crowley, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CROWLEY, TEXAS, ON THIS THE _____ DAY OF _____, 2023.

CITY OF CROWLEY

Billy P. Davis, Mayor

ATTEST:

Carol Konhauser, City Secretary

APPROVED AS TO FORM:

Rob Allibon, City Attorney

**City of Crowley
FY2022-23 Budget**

Budget Amendment #1

General Fund:

Revenues:

10-00-44020	Development Fees	300,000	
10-00-46010	Interest Income	<u>277,953</u>	577,953

Expenditures:

10-02-5403	Computer Maintenance	2,738	
10-02-5503	Computers & Accessories	18,400	
10-02-5509	Other Equipment	19,297	
10-10-5251	Office Furniture/Equipment	9,575	
10-20-5403	Computer Maintenance	11,330	
10-20-5505	Buildings & Improvements	9,660	
10-30-5403	Computer Maintenance	2,738	
10-30-5503	Computers & Accessories	17,040	
10-30-5509	Other Equipment	10,154	
10-35-5505	Buildings & Improvements	30,968	
10-35-5509	Other Equipment	139,350	
10-40-5406	Vehicle Maintenance	2,382	
10-40-5475	Street System Maintenance	9,882	
10-40-5480	Traffic Signs/Marking/Lights	27,000	
10-40-5509	Other Equipment	58,697	
10-45-5506	Motor Vehicles	40,827	
10-45-5509	Other Equipment	95,319	
10-45-5570	Parks & Recreation System	31,805	
10-70-5251	Office Furniture/Equipment	4,000	
10-85-5251	Office Furniture/Equipment	6,866	
10-85-5505	Buildings & Improvements	25,860	
10-85-5708.03	Easter Egg Hunt	1,159	
10-85-5708.08	Misc Supplies Special Events	<u>2,906</u>	
Total			\$ 577,953



City of Crowley, Texas Mayor and Council Agenda Report

PRESENTER: Carol Konhauser City Secretary				MEETING DATE: August 17, 2023				
DEPARTMENT: Administration				AGENDA ITEM: VIII-2				
SUBJECT:				Nominate and appoint Planning and Zoning Commission, Place 7; Appoint Zoning Board of Adjustments Place 5 and Alternate 2				
COORDINATION:	Finance		City Sec		Comm Dev		PW	
	Dept Directo		HR		Comm Services		Other:	
	City Attorney		PD		FD		Other:	

BACKGROUND:

Library Board - Council Liaison Jim Hirth

Place 1	Julie Barton	Term ending June 30, 2025
Place 3	Katie King	Term ending June 30, 2025
Place 5	Chloe Northrop	Term ending June 30, 2025

Parks and Recreation Board - Council Liaison Jerry Beck

Place 1	Brett Pohoreske	Term ending June 30, 2025
Place 3	James Hotopp	Term ending June 30, 2025
Place 5	Anthony Camell	Term ending June 30, 2025
Place 7	Darlene Hornback	Term ending June 30, 2025

Planning and Zoning Commission - Council Liaison Vacant

Place 1	Jerry Pace	Term ending June 30, 2025
Place 3	Hadassah Avarana	Term ending June 30, 2025
Place 5	David Duman	Term ending June 30, 2025
Place 7	Lane Beene	Term ending June 30, 2025

Zoning Board of Adjustments - Council Liaison Jesse Johnson

Place 1	Mike Winterbanks	Term ending June 30, 2025
Place 3	Lezo Foley	Term ending June 30, 2025
Place 5	Alkena "Rene" Alford	Term ending June 30, 2025
Alternate 1	Karla Andrews	Term ending June 30, 2025

RECOMMENDATION:

Recommend nominating and appointing selectees

FISCAL INFORMATION:

There is no impact to the City Budget.