



**NOTICE OF A PUBLIC MEETING
AN AGENDA OF A REGULAR MEETING OF THE
CITY COUNCIL**

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – October 11, 2022

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting

PRESENTATIONS

STAFF PRESENTATIONS:

1. Presentation of TCAP (Texas Coalition for Affordable Power) Founding Member Award to the City.
2. Presentation of Proclamation recognizing Municipal Court Week.
3. City Manager presentation of items of community interest.

CONSENT AGENDA

All items on the Consent Agenda are routine or previously discussed items and will be approved with one motion; however, should a member of the City Council wish to discuss any item, said item may be removed from the Consent Agenda and considered under Deliberation Agenda.

4. Approval of City Council meeting minutes:
 - a. September 6, 2022
 - b. September 13, 2022
5. Approval of appointments to the Wholesale Water and Wastewater Customer Advisory Board, appointing Finance Director, Krystal Crump, as voting member and Public Works Director, Larry Hoover, as alternate member.
6. Approval of continued membership in the Electric Reliability Council of Texas (ERCOT) for 2023 at an annual fee of \$100.
7. Re-appointment of Council Member Place 5, Gregg Geesa, and appointment of Council Member Place 4, William Wright, to the Tax Increment Reinvestment Zone (TIRZ) Board of Directors.
8. Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of August 31, 2022.

9. Approval of a resolution to deny the ONCOR Electric Delivery Company LLC application for approval to change rates within the city.
10. Approval of a Resolution supporting the Mission Statement of the Naval Air Station Joint Reserve Base Fort Worth Regional Coordination Committee.
11. Approval of an agreement between the White Settlement Fire Department and Tarrant County Emergency Services District No. 1 for continued fire protection services beginning October 1, 2022 through September 30, 2022.
12. Approval of amending the effective date of the City Secretary Employment Agreement to be October 1, 2022 with salary increase effective the same.
13. Approval of a Joint Election Agreement and Contract for Election Services with Tarrant County Elections for the November 8, 2022 General Election.
14. Approval of Online Terms Acknowledgement Agreement between the White Settlement Police Department and Motorola Solutions, Inc., for the purchase of body worn cameras and related equipment and services for a term of five years in the amount of \$178,621.25, as authorized and approved in the FY 22-23 Budget.

DELIBERATION AGENDA

ADMINISTRATION:

15. Discuss and consider a resolution for an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the Plans, Specifications and Estimate for the North Las Vegas Trail project in the amount of \$504,004.
16. Discuss and consider accepting Office of Local Defense Community Cooperation (OLDCC) award no. CIP2007-22-01 in the amount of \$1,266,555 and acknowledge cash match in the amount of \$542,810 to construct new drainage improvements in support of the Naval Air Station Joint Reserve Base (NASJRB).
17. Discuss and consider a Charter Review Committee to conduct a comprehensive review of the City Charter and make recommendations to the City Council for amendments to be considered at the November 2023 General Election.

PLANNING AND DEVELOPMENT:

18. Hold a Public Hearing to consider a Community Facilities Agreement between The City of White Settlement and Newport Construction LLC., for certain improvements to Meadow Park Addition, White Settlement, Block 27 Lot 1R-2, more commonly known as 8033 Wyatt Drive, White Settlement, TX 76108.

PUBLIC SAFETY:

19. Discuss and consider a resolution supporting and approving a White Settlement Police Department grant application through the Office of the Governor in the amount of \$59,502.36 for twelve rifle-resistant ballistic shields.

COMMUNITY SERVICES:

20. Discuss and consider a resolution accepting a \$50,000.00 grant from National Fitness Campaign; adopting and allocating local match funds as approved in the FY 2022-2023 Budget for an outdoor fitness court at Veterans Park.

BOARD APPOINTMENTS:

21. Discuss and consider appointment of applicant Lissa LeLux to Planning and Zoning Commission Place 1, term to expire February 2025.

EXECUTIVE SESSION

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

22. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about any matters listed on the agenda including advice from city attorney regarding claims against the city.
23. Sec. 551.072 Deliberations about Real Property: The City Council may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, including 8212 White Settlement Road, 8333 White Settlement Road, 8017 and 8021 White Settlement Road, and 917 Clyde Street.

RECONVENE IN OPEN SESSION

24. Take action, if any, on items discussed in Executive Session.

ADJOURNMENT

Notice posted on the 7th day of October, 2022 on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

Amy Arnold, TRMC, CMC

City Secretary

City of White Settlement *Proclamation*

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas with more people in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, the City of White Settlement has hosted the Municipal Court since _____;

WHEREAS, the procedures for the White Settlement Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and

WHEREAS, the City of White Settlement is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and

WHEREAS, White Settlement Municipal Judges are not policy makers but are bound by the laws and the Canons of Judicial Conduct and are required to make decisions independent of the governing body of the City Council, City Officials, and employees; and

WHEREAS, the City Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the White Settlement Municipal Court in complying with such legal requirements;

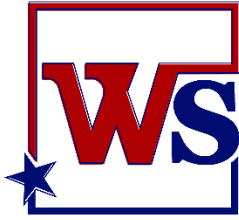
NOW, THEREFORE, I Ronald A. White, Mayor of the City of White Settlement, Texas do hereby proclaim the week of November 7-11, 2022 as

Municipal Court Week

in recognition of the fair and impartial justice offered to our citizens by the Municipal Court of White Settlement.

IN WITNESS WHEREOF, I have set my hand and the official seal of the City of White Settlement, Texas to be affixed this 11th day of October, 2022.

Ronald A. White, Mayor



NOTICE OF A PUBLIC MEETING

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL

CITY OF WHITE SETTLEMENT, TEXAS

6:30 PM – September 6, 2022

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

Mayor White called the meeting to order at 6:30 p.m. with a quorum of council members present as follows:

Mayor Pro Tem Evelyn Spurlock

Council Member Place 1 Paul Moore

Council Member Place 3 Amber Munoz

Council Member Place 4 William Wright

Council Member Place 5 Gregg Geesa

Other's present included Executive Staff members City Manager Jeffrey J. James, City Secretary Amy Arnold and City Attorney Drew Larkin. Other staff present included Executive Administrative Assistant Ann Elias, Finance Director Krystal Crump (Foght), Building Official Robert Nunley, Community Services Director Rich Tharp, Public Works Director Larry Hoover, Assistant Police Chief Tim Denison, WSPD Lt. D. Callahan, WSPD Lt. R. Yount Code Officer Steve Zapata, Senior Accountant Zane Graham, Purchasing Agent Lonnie Yates, City Marshal Randy Rogers and Communications Manager AC Hall.

INVOCATION / PLEDGE OF ALLEGIANCE Mayor White led the Pledge of Allegiance and invocation.

PUBLIC PARTICIPATION

There were no speaker requests.

EXECUTIVE SESSION

Mayor White announced City Council would convene in Executive Session at 6:34 pm after first reading the following statement:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session to deliberate regarding the following matters:

1. Sec. 551.074 Deliberation Regarding Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - a. City Secretary
 - b. HR Director
2. Sec. 551.072 Deliberations about Real Property: The City Council may deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a

detrimental effect on the position of the governmental body in negotiations with a third person, including 8212 White Settlement Road.

3. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about any matters listed on the agenda including advice from city attorney regarding Interlocal Agreement with Westworth Village, Tarrant Appraisal District Complaints; Sign Appeals; Solid Waste Collection RFP; and traffic control devices and regulations.

RECONVENE IN OPEN SESSION

Take action, if any, on items discussed in Executive Session, including the following:

- a. First Amendment to the City Secretary Restated Employment Agreement

Mayor White announced City Council reconvened at 7:38 pm from Executive Session.

Mayor Pro Tem Spurlock made a motion to approve the City Secretary Employment Agreement and updated job description. Council Member Munoz seconded the motion which carried unanimously.

Mayor Pro Tem Spurlock made a motion to move item 7 and item 19 to after item 26 on the agenda. Council Member Geesa seconded the motion which carried unanimously. **Item 7 was heard after item 26 followed by item 19.*

PRESENTATIONS

The following presentations were made including the City Manager's items of community interests followed by photos taken of recipients.

MAYOR / COUNCIL MEMBER PRESENTATIONS:

4. Presentation to Mansfield Police Chief Tracy Aaron for his multiple offers of assistance to the White Settlement Police Department.
5. Presentation of National Night Out Proclamation
6. Presentation of Senior Center Month Proclamation.

STAFF PRESENTATIONS:

7. Finance Department presentation by NewGen Strategies & Solutions of RFP 2022-003 Solid Waste Collection Services. **See item 19*

CONSENT AGENDA

Council Member Moore made a motion to approve the Consent Agenda. Council Member Geesa seconded the motion which carried unanimously. Approval of the Consent Agenda included the following:

8. Approval of City Council meeting minutes:
 - a. August 2, 2022;
 - b. August 9, 2022; and

- c. August 30, 2022.
9. Acknowledge receipt of Monthly Financial Statements for FY 21-22 as of July 31, 2022.
 10. Approval of a resolution appointing the City Manager as the Emergency Management Coordinator.
 11. Approval of an ordinance amending Section 14-1 of the Code of Ordinances authorizing the Emergency Management Coordinator to appoint the Director of Public Safety and/or Fire Chief to serve as the Assistant Emergency Management Coordinator to carry out duties.
 12. Approval of contract with Tarrant County Fire Alarm Center for continued emergency dispatch services for the fiscal year 2022-2023.

DELIBERATION AGENDA

PLANNING AND DEVELOPMENT:

13. Discuss and consider an appeal for a sign permit for the property located at Western Hills Park Addition Lot 1 Site 1, more commonly known as 8600 West Freeway, White Settlement TX, 76108.

Building Official Robert Nunley stated the City Attorney has agreed to him presenting item 13, item 14 and item 15 together. Mr. Nunley provided details of the original application, reason for denial, including nonconforming with city ordinance, and subsequent appeal received by the applicant.

Mayor White questioned the distance of each sign denied, mentioning the locations are not compliant with current city ordinances. Mayor Pro Tem Spurlock asked Mr. Nunley to confirm whether the denial was based on the locations applied for not meeting distance requirements. Mr. Nunley confirmed.

The applicant, Mr. Keller, was present to make his appeal to the City Council citing his disagreement with the denial mentioning his proposed signs are not message boards and include allowances for message from the city. Mr. Keller stated he would like to work with the city for an amicable resolution.

Council Member Geesa made a motion to table the items. The motion died for lack of second.

Council Member Moore made a motion to uphold the decision of the City's Building Official for item 13, item 14 and item 15. Council Member Wright seconded the motion which carried with a vote of 4 to 1 as follows:

Council Member Moore	Aye
Council Member Spurlock	Aye
Council Member Munoz	Aye
Council Member Wright	Aye
Council Member Geesa	Nay

14. Discuss and Consider an appeal for a sign permit for the property located at Western Hills Park Addition Lot 2B Site 19, more commonly known as 8000 West Freeway White Settlement TX, 76108.

This item was discussed and ruling made under item 13.

15. Discuss and Consider an appeal for a sign permit for the property located at Gold Creek Apartments Addition Block 1 Lot 1, more commonly known as 1300 N Jim Wright Freeway White Settlement TX, 76108.

This item was discussed and ruling made under item 13.

FINANCIAL:

16. Adoption of a resolution acknowledging the Annual Review and approval of the Official Investment Strategy and Investment Policy.

Finance Director Krystal Crump (Foght) presented the item giving details of the policy stating including mentioning an updated broker list with one name change and confirming other information is the same as prior years.

Council Member Munoz made a motion to approve resolution 2022-09-014-019 acknowledging the Annual Review and approval of the Official Investment Strategy and Investment Policy. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

17. Adoption of a resolution approving the terms and conditions of the agreement between Valley View Consulting, LLC and the City of White Settlement for Investment Advisory Services.

Finance Director Krystal Crump (Foght) presented the item giving details of the agreement including services provided and fees budgeted.

Council Member Geesa made a motion to approve resolution 2022-09-015-020 approving the terms and conditions of the agreement between Valley View Consulting, LLC and the City of White Settlement for Investment Advisory Services. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

18. Discuss and consider an ordinance amending Ordinance 2021.09.018 to provide for revisions to the City of White Settlement, Texas operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

Finance Director Krystal Crump (Foght) presented the item explaining the needed increase stems from an employees unplanned 25-year retirement; unable to cover with current budgeted amount therefore, requesting a \$40, 000 increase to the Stormwater Fund/salaries.

Council Member Geesa questioned why the City was unprepared for the retirement. Finance Director Krystal Crump (Foght) explained the employee's personal situation called for the retirement making notice to the city unexpected, therefor unable to plan for the retirement ahead of time.

Council Member Wright made a motion to approve ordinance 2022-09-016-23 amending Ordinance 2021.09.018 to provide for revisions to the City of White Settlement, Texas operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022. Council Member Geesa seconded the motion which carried unanimously.

19. Discuss and consider Award of RFP 2022-003 Solid Waste Collection Services; and to authorize the City Manager to negotiate, finalize and execute an agreement.

Presentation of item 7 was heard after item 26 on the agenda, followed by item 19.

Finance Director Krystal Crump (Foght) introduced Mathew Garret of NewGen Strategies, the city's consultant for RFP 2022-003. Mr. Garrett presented information on the RFP process including resident

survey feedback. Style and frequency of service options, schedule to implement a contract and proposals received, excluding rates, were presented to council members.

At the conclusion of Mr. Garrett's presentation, Mayor White announced item 19 would be discussed in Executive Session. Mayor Pro Tem Spurlock requests clarification as to why City Council would convene in Executive Session for item 19. City Attorney Drew Larkin explained the council would only convene on this item to receive legal advice from him. Mr. Larkin clarified decisions will not be made in closed session.

Mayor White announced City Council to convene in Executive Session at 9:18 PM to receive advice from the City Attorney. Mayor White announced City Council is reconvened from Executive Session at 9:38 PM.

Finance Director Krystal Crump (Foght) requested a consensus of members on style and service options in order to know what vendor to review as not all provide the same services. After discussion, a consensus of members was to use carts for trash pickup and curbside recycle 1-time a week with brush/bulk pickup to be 10 yards at 1-time a quarter.

Due to the late hour, Mayor White requested a motion to table and bring back at a future meeting.

Council Member Geesa made a motion to table the item to September 13, 2022. Council Member Wright seconded the motion which carried unanimously.

20. Discuss and consider an ordinance adopting the City of White Settlement Annual Operating Budget for Fiscal Year 2022-2023.

Finance Director Krystal Crump (Foght) presented the budget for approval mentioning no changes have been made since the latest council requested changes.

Council Member Munoz made a motion to approve ordinance 2022-09-017-24 adopting the City of White Settlement Annual Operating Budget for Fiscal Year 2022-2023. Mayor Pro Tem Spurlock seconded the motion. Mayor White announced the motion carried unanimously after the record vote taken by City Secretary Amy Arnold as follows:

Council Member Moore voting Aye;

Mayor Pro Tem Spurlock voting Aye;

Council Member Munoz voting Aye;

Council Member Wright voting Aye; and

Council Member Geesa voting Aye.

21. Discuss and consider an ordinance affixing and levying a Municipal Ad Valorem Taxes for the City of White Settlement, Texas for Fiscal Year beginning October 1, 2022 and ending September 20, 2023; providing for collection of Ad Valorem Taxes.

Finance Director Krystal Crump (Foght) presented information on the proposed rate of \$0.712115 per \$100 of assessed value of taxable property.

Council Member Geesa made a motion to adopt Ordinance 2022-09-018-25 moving that the Property Tax Rate be increased by the adoption of a Tax Rate of 0.712115, which is effectively a 2.57 percent

increase in the tax rate. Council Member Munoz seconded the motion. Mayor White announced the motion carried unanimously after the record vote taken by City Secretary Amy Arnold as follows:

Council Member Moore voting Aye;

Mayor Pro Tem Spurlock voting Aye;

Council Member Munoz voting Aye;

Council Member Wright voting Aye; and

Council Member Geesa voting Aye.

22. Discuss and consider motion to ratify the Property Tax Revenue increase reflected in the Fiscal Year 2022-2023 Budget.

Finance Director Krystal Crump (Foght) explained the item is required as part of the budget approval process in order to ratify the increase reflected in the Fiscal Year 2022- 2023 budget.

Council Member Munoz made a motion to ratify the Property Tax Revenue increase reflected in the Fiscal Year 2022-2023 Budget. Council Member Wright seconded the motion which carried unanimously.

23. Consider and approve an ordinance ratifying and approving an ordinance authorizing the issuance and sale of City of White Settlement, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2022 and all other actions taken in connection with said Certificates of Obligation

Finance Director Krystal Crump (Foght) explained the item is to ratify an ordinance previously passed at a special meeting. *(An ordinance, per City Charter, may only be passed at a regular meeting unless designated as an emergency measure; as was the case on August 30, 2022 with Ord. 2022.08.014.21).*

Council Member Wright made a motion to approve Ordinance 2022-09-019-26 ordinance authorizing the issuance and sale of City of White Settlement, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2022 and all other actions taken in connection with said Certificates of Obligation. Council Member Munoz seconded the motion which carried unanimously.

PUBLIC SAFETY:

24. Discuss and consider an ordinance providing for the classification of police officers and prescribing the number of positions within each classification, and providing an effective date.

Chief of Police Christopher Cook presented information on classification of police officers mentioning requirements and changes to include a reduction of Police Corporal from 7 to 6 to be reduced through attrition.

Mayor Pro Tem Spurlock made a motion to approve Ordinance 2022-09-020-27 providing for the classification of police officers and prescribing the number of positions within each classification, and providing an effective date. Council Member Munoz seconded the motion which carried unanimously.

25. Discuss and consider an Interlocal Cooperation Agreement between the City of White Settlement and the City of Fort Worth establishing concurrent enforcement jurisdiction between the cities.

Chief of Police Christopher Cook provided details of the proposed ILA explaining enforcement abilities and locations, current agreement, and benefits of the revised agreement to the community.

Council Member Geesa made a motion to approve an Interlocal Cooperation Agreement between the City of White Settlement and the City of Fort Worth establishing concurrent enforcement jurisdiction between the cities. Council Member Wright seconded the motion which carried unanimously.

26. Discuss amending the speed limit on Clifford Street beginning at the 9100 block through the 8900 block to the intersection with Easley Street; from 40 MPH to 30 MPH.

Public Safety Director Christopher Cook stated he was asked by Council Member Wright for information related to accidents in this area. Chief Cook provided data including 18 accidents over a 5 year period as well as hit and runs. Chief Cook noted difficulty in determining if accidents occurred at that location or if parties involved made the reports at the Police Department, which is located in the same area and affects reported accident counts.

Council Member Wright made a motion to table the item pending further study to bring back in November. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

ADJOURNMENT

With there being no further discussion, Mayor White adjourned the meeting at 10:08 p.m.

Approved this 11th day of October, 2022.

Ronald A. White

Mayor

ATTEST:

Amy Arnold, TRMC, CMC

City Secretary



MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL
CITY OF WHITE SETTLEMENT, TEXAS
6:30 PM – September 13, 2022
City Hall – Council Chambers
214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

Mayor White called the meeting to order at 6:30 p.m. announcing all council members present constituting a quorum.

Other's present included Executive Staff members City Manager Jeffrey J. James, City Secretary Amy Arnold and City Attorney Drew Larkin. Other staff present included Finance Director Krystal Crump (Foght), Community Services Director Rich Tharp, Purchasing Agent Lonnie Yates, Senior Accountant Zane Graham, Building Official Robert Nunley, Executive Administrative Assistant Ann Elias, Police Chief Christopher Cook, Assistant Police Chief Tim Denison, and City Marshal Randy Rogers.

EXECUTIVE SESSION

Mayor White announced City Council to convene in Executive Session at 6:32 p.m. after first reading the following statement.

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in Executive Session to deliberate regarding the following matters:

1. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about any matters listed on the agenda, including advice from city attorney regarding an Interlocal Agreement with Westworth Village, and Solid Waste Collection RFP Process.

Mayor White announced City Council reconvened from Executive Session at 6:52 p.m.

DELIBERATION AGENDA

2. Discuss and consider an interlocal agreement between the City of White Settlement and the City of Westworth Village for dispatch and detention services.

Mayor Pro Tem Spurlock made a motion to approve the Interlocal Agreement between the City of White Settlement and the City of Westworth Village for dispatch and detention services. Council Member Geesa seconded the motion which carried unanimously.

3. Solid waste vendor presentations (not to exceed 5 minutes per vendor).

Each vendor was given the opportunity to make a presentation to City Council. Vendors provided company history, available options, benefits of their service and any concerns including labor struggles and fuel costs. Vendors presenting information were Steve Keller of Waste Management, Able Moreno of Waste Connections (current provider), Shawn (?) with Frontier Waste and Paul Hannsen with CWD (Community Waste Disposal). Nom Bulaich of Waste Connections also spoke to the City Council showing gratitude for many years of a working partnership.

4. Discuss and consider selection of qualified and suitable vendor for Solid Waste Collection Services; authorize the City Manager to negotiate an agreement to be finally approved by City Council at a future council meeting.

Resident Patricia England of 852 McCully addressed the City Council sharing her support of their final decision, need to have codes reviewed to be enforceable and her opinion on which services should be provided by the solid waste collection service.

Aaron James addressed the board on behalf of members of his neighborhood requesting to keep the same trash service and vendor as they are a proven partner. The list provided contained 8 names, attached hereto.

Staff provided information on RFP process explaining the review of bids received, schedule to implement agreement and consideration of transition and equipment. Staff provided option to council member for selecting style and service to be negotiated with selected vendor. *(Option chart to be included with official minutes)* Council members discussed options presented and asked questions of vendor representatives including availability of customer app, communication, tools used and cart options specifically for customers with limited mobility and other needs.

A consensus of council members was taken which showed as follows:

Council Member Moore – will support staff’s recommendation

Council Member Munoz – Frontier with CWD as alternate

Mayor Pro Tem Spurlock – Frontier with CWD as alternate

Council Member Wright – Frontier with CWD as alternate

Council Member Geesa – CWD with Frontier as alternate

Mayor Pro Tem Spurlock made a motion to execute option 4 as presented and begin negotiations with Frontier Waste as the most advantageous option. In the event staff is unable to successfully negotiate a contract, move to begin negotiations with CWD. Council Member Munoz seconded the motion which carried unanimously.

5. Discuss and consider selection of desired Service Style and Frequency for Solid Waste Collection Services.

Council Member Geesa made a motion to select carts for trash and recycle pickup 1 time a week and brush/bulk pickup at 10 yards every other month. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

ADJOURNMENT

With there being no further discussion, Mayor White adjourned the meeting at 8:18 p.m.

Approved this 11th day of October, 2022.

Ronald A. White
Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT
FROM: Thomas Brocato
DATE: October 4, 2022
RE: ERCOT Membership Renewal for 2023

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2023. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Friday, November 18, 2022. The membership fee is \$100 per year.**

WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC"), the Wholesale Market Subcommittee ("WMS"), and the Retail Market Subcommittee ("RMS").

TAC, WMS, and RMS are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 137 cities and other political subdivisions joined ERCOT in 2022. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT's Board of Directors for 2022. A strong contingent of city members would make continuation of this strong presence likely for 2023.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2023, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple form is required, along with payment of a \$100 membership fee. Below, you will find a guide to complete the form. We are also available to assist you; please feel welcome to call me (Thomas Brocato) at 512-322-5857, or email me at tbrocato@lglawfirm.com.

In order to vote for candidates for the 2023 TAC, WMS, and RMS, **please send your renewal application and \$100 fee to ERCOT by Friday, November 18, 2022.**

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Question No. A.2** on the form, we recommend that cities renew as **Corporate**, rather than Associate, members.
- On the following list of member cities, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2022. **We recommend that you choose the same segment on Question No. A.4 when renewing your membership for 2023.** Please call me (Thomas Brocato) at 512-322-5857, or email me at tbrocato@lglawfirm.com if you have any questions about this.
- For corporate members in the Small or Large Commercial Consumer Segment, the renewal fee is **\$100**. The form designates how the payment is to be made in paragraph A.3.
- In response to **Question No. A.5, please designate as your authorized representative** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. Please also designate an alternate representative. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to answer Question No. A.6**, as it is not relevant to cities' memberships in ERCOT.
- Item A.3 on the form states **you must still send the \$100 fee to ERCOT by wire transfer.** ERCOT is NOT accepting credit card or check payments this year. The electronic funds transfer instructions are attached to this memo. If payment by wire presents a difficulty for you, please contact me (Thomas Brocato) by email at tbrocato@lglawfirm.com.
- After you have sent your application to ERCOT, please forward a copy of your application to us at tbrocato@lglawfirm.com and pestrada@lglawfirm.com. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

1669/15/8485942

ERCOT Master List of Members – **Large and Small Commercial Consumers (137 Total)**

1. Alamo	51. Harlingen Housing Authority	101. Robinson
2. Allen	52. Haslet	102. Rockport
3. Aquilla Water Supply District	53. Hewitt	103. Rockwall
4. Aransas County MUD No. 1	54. Highland Park	104. Rotan
5. Arlington	55. Honey Grove	105. Rowlett
6. Bedford	56. Houston	106. Sachse
7. Bellmead	57. Howe	107. Saginaw
8. Benbrook	58. Hurst	108. Seadrift
9. Beverly Hills	59. Hutto	109. Seagoville
10. Big Spring	60. Ingleside	110. Sierra Club
11. Breckenridge	61. Irving	111. Snyder
12. Brownwood	62. Johnson Co. SUD	112. South Texas Water Authority
13. Buffalo	63. Jolly	113. Spring Valley Village
14. Burkburnett	64. Josephine	114. Springtown
15. Caddo Mills	65. Justin	115. Sugar Land
16. Canton	66. Keller	116. Sulphur Springs
17. Carrollton	67. Kennedale	117. Sunnyvale
18. Cedar Hill	68. Kerens	118. Sweetwater
19. Centerville	69. Killeen	119. Taylor Lake Village
20. Clear Lake Shores	70. Kingsville	120. Temple
21. Cleburne	71. La Feria	121. Texas City
22. Clyde	72. Laguna Vista	122. The Colony
23. Colleyville	73. Lake Worth	123. Trophy Club
24. Coppell	74. Lakeside	124. Venus
25. Copperas Cove	75. Lancaster	125. Vernon
26. Corinth	76. Lewisville	126. Victoria
27. Corpus Christi	77. Lorena	127. Waco
28. Crowley	78. McAllen	128. Watauga
29. Dallas	79. McKinney	129. Waxahachie
30. Dalworthington Gardens	80. Mercedes	130. Webster
31. Decatur	81. Mesquite	131. Weston Lakes
32. Denison	82. Midlothian	132. Westover Hills
33. Dilley	83. Mont Belvieu	133. Wharton
34. Early	84. Morgan's Point	134. White Settlement
35. Eastland	85. Murchison	135. Wichita Falls
36. Ennis	86. Nassau Bay	136. Woodway
37. Eules	87. North Richland Hills	137. Wylie
38. Farmers Branch	88. Northlake	
39. Fate	89. O'Donnell	
40. Flower Mound	90. Oak Point	
41. Forney	91. Odessa	
42. Fort Worth	92. Ovilla	
43. Frisco	93. Paris	
44. Fulton	94. Piney Point Village	
45. Gainesville	95. Plano	
46. Glenn Heights	96. Port Lavaca	
47. Grand Prairie	97. Portland	
48. Grapevine	98. Pottsboro	
49. Hamilton	99. Richland Hills	
50. Harker Heights	100. River Oaks	

ERCOT Banking Information

Type of Fee	Type of Payment Accepted	Bank Name*	Wire Routing	ACH Routing	Account Name	Account Number
ERCOT Fees:						
Membership and MP Registration	Wire, ACH	JPMorgan Chase	021000021	111000614	Electric Reliability Council of Texas, Inc. Fees Account	754360246

** Please note the name of the Member entity on the wire transaction so the 2023 Membership Dues will be applied to the correct Member. **

***JPMorgan address is:**
221 W. 6th Street
Austin, TX 78701

ERCOT has provided its banking information with appropriate signature on ERCOT letterhead and W-9, at this time, will not complete any additional forms which require any other information or signatures from ERCOT.

For verbal confirmations, please contact ERCOT at (512) 225-7000, ask for Daniel Guerrero, Treasury Analyst, or email treasury@ercot.com.

Thank you,

Leslie Wiley
ERCOT Treasurer



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2023**

This Membership Application and Agreement for Membership Year 2023 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and the City of White Settlement (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2023 (Effective Date). Please note that being registered as a Market Participant is independent from being a Member. Membership is completely optional and does not interfere with your Market Participant status.

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

City of White Settlement

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time-to-time offer.

☒ **Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Technical Advisory Committee (TAC) Representatives and TAC subcommittee representatives.

☐ **Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of TAC or a TAC subcommittee.

☐ **Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board of Directors approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2023. **ERCOT has reduced staff available onsite to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, all Annual Member Dues shall be submitted by wire transfer. Please contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. Segment Eligibility.

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

☒ **Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

- ☐ **Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.
- ☒ **Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).
- ☐ **Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.
- ☐ **Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

☐ **Cooperative.** An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;
- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ If Applicant is a Member in the Independent Generator segment for the current Membership Year, check this box to confirm that as of the date of this Application, Applicant and/or one or more Affiliates is registered as a Power Generation Company (PGC) with the Public Utility Commission of Texas (PUCT) with respect to generation of at least 10 MW in the ERCOT Region.

If Applicant is not a Member in the Independent Generator segment for the current Membership Year, please include with this Application a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

☐ **Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the PUCT as a Power Marketer to serve in the ERCOT Region.

☐ **Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

☐ **Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor-Owned Utility.**

- (i) An investor-held, for-profit "electric utility" as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

☐ **Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Amy Arnold
Title: City Secretary / Chief Governance Officer
Address: 214 Meadow Park Drive
City, State, Zip: White Settlement, TX 76108
Phone: 817-989-6270
Email: aarnold@wstx.us

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: Jeffrey J. James
Title: City Manager
Address: 214 Meadow Park Drive
City, State, Zip: White Settlement, TX 76108
Phone: 817-246-4971
Email: jjames@wstx.us

6. Identification of Other Members who are Affiliates of Applicant.

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: _____
Segment: _____

(b) Member name: _____
Segment: _____

(c) Member name: _____
Segment: _____

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2023 begins on January 1, 2023, and ends on December 31, 2023. The term of this Agreement begins on the Effective Date and ends on December 31, 2023.

3. **Record Date.** The record date for Membership Year 2023 is Friday, November 18, 2022 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2023 as of the Record Date shall be provided notice of the Annual Membership Meeting on December 20, 2022.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the Annual Membership Meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues;
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant; and
- (iii) For Independent Generator segment applicants that are not Members in the Independent Generator segment for the current Membership Year, a copy of PGC registration(s) with the PUCT for Applicant and/or its Affiliates for generation of at least 10 MW in the ERCOT Region.

For the reasons stated in Paragraph 3, all Annual Member Dues shall be submitted by wire transfer and all signed Applications for Membership shall be submitted by email to membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. **Change of Designated Representative or Designated Representative Alternate.** All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. **Changes in Affiliates.** All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. **Suspension and Expulsion.** All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. **Amendment.** This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be

waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge;
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually; and
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the PUCT or applicable law.

APPLICANT

City of White Settlement

By: _____

Printed Name: Ronald A. White

Title: Mayor

Date: October 11, 2022

		CITY OF WHITE SETTLEMENT MONTHLY FINANCIALS AS OF AUGUST 31, 2022					
01 -GENERAL FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 91.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
PROPERTY TAXES	6,441,445.00	9,350.59	6,996,831.50	-	(555,386.05)	108.62	6,396,694.89
SALES AND USE TAXES	2,429,200.00	284,603.52	2,106,117.61	-	323,082.39	86.70	1,884,300.35
FRANCHISE FEES	878,000.00	50,786.80	729,598.88	5,000.00	143,401.12	83.67	703,118.78
LICENSES & PERMITS	317,635.00	34,604.38	375,562.48	-	(57,927.36)	118.24	311,851.48
CHARGES FOR SERVICES	168,024.00	18,066.00	208,169.82	-	(40,145.74)	123.89	192,989.57
FINES & FORFEITURES	259,340.00	16,202.03	208,107.22	-	51,232.82	80.24	256,639.06
INTEREST INCOME	90,000.00	17,804.27	88,851.19	-	1,148.81	98.72	116,335.78
OTHER REVENUE	92,465.00	32,467.87	144,472.10	45.00	(52,052.02)	156.29	417,057.03
TRANSFERS	1,618,463.00	139,653.72	1,519,476.53	-	98,986.03	93.88	1,462,943.97
TOTAL REVENUES	12,294,572.00	603,539.18	12,377,187.33	5,045.00	(87,660.00)	100.71	11,741,930.91
EXPENDITURE SUMMARY							
CITY COUNCIL							
PERSONNEL	1,281.00	-	5.98	-	1,274.63	0.47	31.36
MATERIALS & SUPPLIES	774.00	-	658.58	-	115.42	85.09	339.03
CONTRACTUAL SERVICES	259,523.00	6,293.60	205,695.94	45,660.53	8,166.73	96.85	155,484.19
TOTAL CITY COUNCIL	261,578.00	6,293.60	206,360.50	45,660.53	9,556.78	96.35	155,854.58
CITY MANAGER'S OFFICE							
PERSONNEL	275,032.00	18,804.91	239,984.55	-	35,047.60	87.26	196,670.66
MATERIALS & SUPPLIES	1,300.00	-	249.24	-	1,050.76	19.17	359.00
CONTRACTUAL SERVICES	16,632.00	266.96	4,713.86	-	11,918.28	28.34	3,636.66
TOTAL CITY MANAGER'S OFFICE	292,964.00	19,071.87	244,947.65	-	48,016.64	83.61	200,666.32

CITY SECRETARY							
PERSONNEL	141,851.00	8,425.77	96,547.27	-	45,303.88	68.06	93,086.56
MATERIALS & SUPPLIES	1,110.00	113.18	428.51	-	681.58	38.60	209.81
CONTRACTUAL SERVICES	25,304.00	1,390.35	20,048.23	-	5,255.63	79.23	22,492.31
TOTAL CITY SECRETARY	168,265.00	9,929.30	117,024.01	-	51,241.09	69.55	115,788.68
HUMAN RESOURCES							
PERSONNEL	137,990.00	10,448.33	117,951.06	-	20,038.71	85.48	82,598.38
MATERIALS & SUPPLIES	1,538.00	148.37	1,162.61	-	375.39	75.59	1,323.65
CONTRACTUAL SERVICES	83,663.00	10,228.41	67,507.94	5,047.64	11,107.42	86.72	51,188.55
TOTAL HUMAN RESOURCES	223,191.00	20,825.11	186,621.61	5,047.64	31,521.52	85.88	135,110.58
MIS							
PERSONNEL	163,317.00	11,482.61	131,954.62	-	31,362.66	80.80	131,192.90
MATERIALS & SUPPLIES	1,250.00	-	650.95	-	599.05	52.08	509.09
CONTRACTUAL SERVICES	172,658.00	17,427.99	104,124.87	14,780.22	53,752.91	68.87	102,994.71
CAPITAL OUTLAY	-	-	-	-	-	-	8,725.69
TOTAL MIS	337,225.00	28,910.60	236,730.44	14,780.22	85,714.62	74.58	243,422.39
CITY MARSHAL							
PERSONNEL	75,396.00	-	53,935.14	-	21,460.77	71.54	86,686.74
MATERIALS & SUPPLIES	16,722.00	844.26	10,490.19	750.00	5,482.15	67.22	6,495.47
CONTRACTUAL SERVICES	40,767.00	1,608.92	29,047.33	1,402.45	10,316.96	74.69	30,391.55
TOTAL CITY MARSHAL	132,885.00	2,453.18	93,472.66	2,152.45	37,259.88	71.96	123,573.76
FINANCE							
PERSONNEL	474,952.00	32,105.79	395,028.82	-	79,923.55	83.17	384,851.69
MATERIALS & SUPPLIES	6,081.00	96.33	3,105.09	-	2,975.91	51.06	3,970.13
CONTRACTUAL SERVICES	77,731.00	1,623.97	73,324.90	2,934.00	1,472.10	98.11	40,460.76
TOTAL FINANCE	558,764.00	33,826.09	471,458.81	2,934.00	84,371.56	84.90	429,282.58
MUNICIPAL COURT							
PERSONNEL	91,983.00	3,025.56	70,274.03	-	21,708.91	76.40	80,579.47
MATERIALS & SUPPLIES	7,444.00	933.68	4,019.13	-	3,424.87	53.99	7,024.41
CONTRACTUAL SERVICES	68,281.00	3,191.92	57,293.88	5,850.00	5,137.35	92.48	57,194.76
TOTAL MUNICIPAL COURT	167,708.00	7,151.16	131,587.04	5,850.00	30,271.13	81.95	144,798.64
PURCHASING							
PERSONNEL	70,951.00	5,345.06	61,474.81	-	9,476.63	86.64	59,697.39
MATERIALS & SUPPLIES	600.00	50.06	231.65	-	368.35	38.61	606.49
CONTRACTUAL SERVICES	15,678.00	545.75	14,096.52	-	1,581.92	89.91	8,412.80
TOTAL PURCHASING	87,230.00	5,940.87	75,802.98	-	11,426.90	86.90	68,716.68

MEDIA							
PERSONNEL	65,170.00	4,947.28	56,223.58	-	8,946.30	86.27	54,027.93
MATERIALS & SUPPLIES	4,600.00	-	864.92	-	3,735.08	18.80	678.00
CONTRACTUAL SERVICES	74,472.00	1,454.95	58,418.74	4,000.00	12,053.26	83.82	59,425.37
TOTAL MEDIA	144,242.00	6,402.23	115,507.24	4,000.00	24,734.64	82.85	114,131.30
CODE COMPLIANCE							
PERSONNEL	124,323.00	4,795.82	52,997.02	-	71,326.11	42.63	19,138.90
MATERIALS & SUPPLIES	7,008.00	318.85	2,735.45	520.00	3,752.45	46.45	2,790.71
CONTRACTUAL SERVICES	38,705.00	978.60	14,432.73	70.07	24,201.91	37.47	16,803.72
TOTAL CODE COMPLIANCE	170,036.00	6,093.27	70,165.20	590.07	99,280.47	41.61	38,733.33
MUNICIPAL FACILITIES							
PERSONNEL	62,213.00	4,658.52	53,764.40	-	8,449.06	86.42	55,800.49
MATERIALS & SUPPLIES	9,745.00	1,298.23	7,280.15	165.00	2,299.73	76.40	5,980.40
CONTRACTUAL SERVICES	22,284.00	1,741.45	20,455.94	139.35	1,688.80	92.42	23,337.89
TOTAL MUNICIPAL FACILITIES	94,242.00	7,698.20	81,500.49	304.35	12,437.59	86.80	85,118.78
STREETS							
PERSONNEL	245,166.00	17,993.04	185,928.36	-	59,237.49	75.84	149,014.35
MATERIALS & SUPPLIES	120,258.00	6,506.03	62,441.04	1,200.00	56,616.99	52.92	96,080.91
CONTRACTUAL SERVICES	190,397.00	2,508.18	122,988.04	36,368.77	31,040.55	83.70	133,236.84
TOTAL STREETS	555,821.00	27,007.25	371,357.44	37,568.77	146,895.03	73.57	378,332.10
PLANNING & DEVELOPMENT							
PERSONNEL	205,313.00	15,687.57	176,622.97	-	28,689.75	86.03	152,408.42
MATERIALS & SUPPLIES	6,276.00	381.00	5,054.44	240.00	981.56	84.36	3,545.31
CONTRACTUAL SERVICES	88,346.00	7,406.31	75,317.28	16,212.18	(3,183.66)	103.60	79,885.76
TOTAL PLANNING & DEVELOPMENT	299,935.00	23,474.88	256,994.69	16,452.18	26,487.65	91.17	235,839.49
POLICE ADMINISTRATION							
PERSONNEL	233,316.00	14,701.06	175,058.45	-	58,258.02	75.03	575,835.01
MATERIALS & SUPPLIES	94,633.00	16,268.68	78,224.20	13,800.00	2,608.80	97.24	70,517.45
CONTRACTUAL SERVICES	292,340.00	8,484.39	258,387.18	7,363.50	26,589.71	90.90	162,989.60
CAPITAL OUTLAY	26,200.00	-	26,200.00	-	-	100.00	20,665.00
TOTAL POLICE ADMINISTRATION	646,490.00	39,454.13	537,869.83	21,163.50	87,456.53	86.47	830,007.06
POLICE PATROL							
PERSONNEL	3,426,503.00	222,471.09	2,916,833.15	-	509,670.27	85.13	2,628,595.17
TOTAL POLICE PATROL	3,426,503.00	222,471.09	2,916,833.15	-	509,670.27	85.13	2,628,595.17

ANIMAL CONTROL							
PERSONNEL	129,776.00	9,663.87	98,170.87	-	31,604.77	75.65	96,565.31
MATERIALS & SUPPLIES	20,517.00	1,925.29	11,581.87	255.00	8,680.13	57.69	13,260.45
CONTRACTUAL SERVICES	55,636.00	3,089.92	39,524.60	4,825.96	11,285.24	79.72	37,154.83
TOTAL ANIMAL CONTROL	205,928.00	14,679.08	149,277.34	5,080.96	51,570.14	74.96	146,980.59
FIRE DEPT							
PERSONNEL	1,722,658.00	114,144.43	1,476,027.26	-	246,631.15	85.68	1,284,230.39
MATERIALS & SUPPLIES	162,751.00	11,802.35	133,162.83	9,149.25	20,439.17	87.44	69,372.68
CONTRACTUAL SERVICES	248,352.00	24,850.74	162,945.93	12,305.98	73,100.37	70.57	157,344.93
CAPITAL OUTLAY	78,091.00	13,066.20	67,146.72	10,943.92	-	100.00	3,848.00
TOTAL FIRE DEPT	2,211,853.00	163,863.72	1,839,282.74	32,399.15	340,170.69	84.62	1,514,796.00
DISPATCH							
PERSONNEL	543,572.00	30,901.18	379,443.24	-	164,128.44	69.81	-
CONTRACTUAL SERVICES	34,974.00	-	34,974.20	-	-	100.00	-
TOTAL DISPATCH	578,546.00	30,901.18	414,417.44	-	164,128.44	71.63	-
LIBRARY							
PERSONNEL	162,389.00	12,468.36	140,325.76	-	22,063.61	86.41	137,490.47
MATERIALS & SUPPLIES	53,000.00	4,742.01	28,617.91	20,561.83	3,820.05	92.79	10,544.81
CONTRACTUAL SERVICES	83,664.00	4,794.47	68,725.67	6,208.75	8,729.94	89.57	52,216.47
CAPITAL OUTLAY	-	-	-	-	-	-	26,823.00
TOTAL LIBRARY	299,054.00	22,004.84	237,669.34	26,770.58	34,613.60	88.43	227,074.75
SENIOR SERVICES							
PERSONNEL	115,661.00	8,185.98	94,019.36	-	21,641.66	81.29	83,695.10
MATERIALS & SUPPLIES	20,233.00	722.29	5,649.26	540.00	14,043.38	30.59	3,272.48
CONTRACTUAL SERVICES	48,402.00	1,418.69	30,706.32	4,174.41	13,521.11	72.06	31,666.11
CAPITAL OUTLAY	-	-	-	-	-	-	14,057.00
TOTAL SENIOR SERVICES	184,296.00	10,326.96	130,374.94	4,714.41	49,206.15	73.30	132,690.69
RECREATION							
PERSONNEL	127,696.00	11,836.61	100,923.98	-	26,771.78	79.03	83,694.23
MATERIALS & SUPPLIES	9,090.00	753.04	7,587.00	-	1,503.00	83.47	4,659.81
CONTRACTUAL SERVICES	72,455.00	2,419.12	51,057.14	4,007.40	17,390.18	76.00	38,024.17
CAPITAL OUTLAY	6,585.00	-	6,585.00	-	-	100.00	5,712.00
TOTAL RECREATION	215,825.00	15,008.77	166,153.12	4,007.40	45,664.96	78.84	132,090.21

PARKS MAINTENANCE							
PERSONNEL	263,719.00	31,335.34	231,317.68	-	32,401.09	87.71	204,455.72
MATERIALS & SUPPLIES	81,826.00	3,187.60	73,799.20	540.00	7,486.80	90.85	60,088.30
CONTRACTUAL SERVICES	427,414.00	22,256.34	360,501.29	41,220.36	25,692.34	93.99	216,572.35
CAPITAL OUTLAY	-	-	-	-	-	-	10,000.00
TOTAL PARKS MAINTENANCE	772,959.00	56,779.28	665,618.17	41,760.36	65,580.23	91.52	491,116.37
NON-DEPARTMENTAL							
MATERIALS & SUPPLIES	8,821.00	576.32	6,661.85	863.95	1,294.88	85.32	10,840.59
CONTRACTUAL SERVICES	255,925.00	17,377.67	209,285.59	34,022.55	12,616.69	95.07	330,338.76
CAPITAL OUTLAY	-	-	-	-	-	-	519,308.75
TRANSFERS	2,247,575.00	-	1,841,092.42	-	406,482.14	81.91	307,255.16
TOTAL NON-DEPARTMENTAL	2,512,320.00	17,953.99	2,057,039.86	34,886.50	420,393.71	83.27	1,167,743.26
TOTAL EXPENDITURES	14,547,860.00	798,520.65	11,774,066.69	306,123.07	2,467,670.22	83.04	9,740,463.31
REVENUE OVER/(UNDER) EXPENDITURES	(2,253,288.00)	(194,981.47)	603,120.64	(301,078.07)	(2,555,330.22)	(13.40)	2,001,467.60
					FUND BALANCE AVAILABLE:		16,036,886.76

02 - WATER & SEWER FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 91.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	9,518,035.00	1,027,144.52	8,948,633.84	60.00	569,341.04	94.02	8,529,311.35
INTEREST INCOME	90,000.00	13,892.28	65,846.29	-	24,153.71	73.16	119,442.20
OTHER REVENUE	5,000.00	314.61	7,023.50	(12.00)	(2,011.58)	140.23	84,196.81
TRANSFERS	-	-	-	-	-	-	799,058.08
TOTAL REVENUES	9,613,035.00	1,041,351.41	9,021,503.63	48.00	591,483.17	93.85	9,532,008.44
EXPENDITURE SUMMARY							
UTILITY BILLING							
PERSONNEL	256,889.00	10,441.42	187,670.64	-	69,218.57	73.06	176,006.58
MATERIALS & SUPPLIES	39,000.00	1,563.11	30,741.78	3,000.00	5,258.22	86.52	32,249.49
CONTRACTUAL SERVICES	200,404.00	4,832.28	176,925.62	29,199.00	(5,720.86)	102.85	164,333.81
TOTAL UTILITY BILLING	496,293.00	16,836.81	395,338.04	32,199.00	68,755.93	86.15	372,589.88
METER TECHNICIAN							
PERSONNEL	403,108.00	24,574.49	228,506.75	-	174,600.82	56.69	224,411.65
MATERIALS & SUPPLIES	1,041,990.00	12,929.96	368,267.28	12,750.00	660,972.72	36.57	298,809.66
CONTRACTUAL SERVICES	36,265.00	2,008.12	29,467.93	201.10	6,596.22	81.81	15,277.80
CAPITAL OUTLAY	-	-	-	-	-	-	100.00
TOTAL METER TECHNICIAN	1,481,363.00	39,512.57	626,241.96	12,951.10	842,169.76	43.15	538,599.11
WATER							
PERSONNEL	326,191.00	21,406.03	209,817.47	-	116,373.55	64.32	308,448.74
MATERIALS & SUPPLIES	137,432.00	12,591.59	89,079.61	1,500.00	46,852.43	65.91	91,259.79
CONTRACTUAL SERVICES	1,890,189.00	165,552.43	1,442,710.81	176,186.48	271,291.83	85.65	1,397,369.31
CAPITAL OUTLAY	31,100.00	-	31,100.00	-	-	100.00	98,653.60
TOTAL WATER	2,384,912.00	199,550.05	1,772,707.89	177,686.48	434,517.81	81.78	1,895,731.44

WASTEWATER							
PERSONNEL	254,594.00	13,220.22	133,920.55	-	120,673.35	52.60	158,778.18
MATERIALS & SUPPLIES	92,358.00	4,488.02	27,614.15	2,100.00	62,643.89	32.17	43,589.78
CONTRACTUAL SERVICES	2,003,505.00	99,250.33	805,578.49	485,821.75	712,104.58	64.46	997,677.97
CAPITAL OUTLAY	-	-	-	-	-	-	27,981.54
TOTAL WASTEWATER	2,350,457.00	116,958.57	967,113.19	487,921.75	895,421.82	61.90	1,228,027.47
SANITATION							
CONTRACTUAL SERVICES	827,500.00	143,297.44	762,992.01	79,314.80	(14,806.81)	101.79	630,143.31
TOTAL SANITATION	827,500.00	143,297.44	762,992.01	79,314.80	(14,806.81)	101.79	630,143.31
ENVIRONMENTAL							
PERSONNEL	149,611.00	10,899.80	126,799.02	-	22,811.91	84.75	-
MATERIALS & SUPPLIES	4,909.00	702.72	2,754.70	1,000.00	1,154.14	76.49	-
CONTRACTUAL SERVICES	61,125.00	3,654.98	58,044.49	76.76	3,004.20	95.09	-
TOTAL ENVIRONMENTAL	215,645.00	15,257.50	187,598.21	1,076.76	26,970.25	87.49	-
WATER & SEWER DEBT SVC							
CONTRACTUAL SERVICES	5,000.00	-	3,993.90	-	1,006.10	79.88	4,011.15
DEBT SERVICE	499,800.00	-	99,968.75	-	399,831.25	20.00	106,668.75
TOTAL WATER & SEWER DEBT SVC	504,800.00	-	103,962.65	-	400,837.35	20.59	110,679.90
NON-DEPARTMENTAL							
PERSONNEL	514,623.00	37,509.16	418,638.52	-	95,984.88	81.35	345,863.12
MATERIALS & SUPPLIES	153,522.00	10,480.32	122,536.97	10,490.00	20,494.97	86.65	81,197.10
CONTRACTUAL SERVICES	904,397.00	74,269.83	766,534.88	13,442.41	124,419.63	86.24	562,117.70
CAPITAL OUTLAY	323,292.00	2,842.08	85,897.46	36,989.19	200,405.59	38.01	-
TRANSFERS	6,787,912.00	-	6,787,912.26	-	-	100.00	402,535.89
TOTAL NON-DEPARTMENTAL	8,683,747.00	125,101.39	8,181,520.09	60,921.60	441,305.07	94.92	1,391,713.81
TOTAL EXPENDITURES	16,944,717.00	656,514.33	12,997,474.04	852,071.49	3,095,171.18	81.73	6,167,484.92
REVENUE OVER/(UNDER) EXPENDITURES	(7,331,682.00)	384,837.08	(3,975,970.41)	(852,023.49)	(2,503,688.01)	65.85	3,364,523.52
					FUND BALANCE AVAILABLE:		12,580,277.18

07 -SPLASH DAYZ							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
WATER PARK ADMISSIONS	564,000.00	101,215.20	788,466.13	-	(224,466.13)	139.80	676,938.01
WATER PARK RENTALS	41,000.00	8,880.00	49,584.75	-	(8,584.75)	120.94	48,750.00
CONVENTION CENTER	23,500.00	(37.50)	33,386.03	-	(9,886.07)	142.07	24,935.00
CONCESSIONS	118,500.00	17,896.32	111,819.47	-	6,680.53	94.36	102,495.10
OTHER REVENUE	14,250.00	1,804.35	19,148.65	-	(4,898.65)	134.38	14,944.75
OTHER REVENUE	-	43.56	597.30	31.00	(628.30)	-	17,370.79
TRANSFERS	782,061.00	-	377,365.42	-	404,695.58	48.25	523,786.71
TOTAL REVENUES	1,543,311.00	129,801.93	1,380,367.75	31.00	162,912.21	89.44	1,409,220.36
EXPENDITURE SUMMARY							
SPLASH DAYZ							
PERSONNEL	115,738.00	7,788.49	84,626.44	-	31,111.58	73.12	80,947.62
MATERIALS & SUPPLIES	10,125.00	2.85	27,288.60	-	(17,163.60)	269.52	24,151.49
CONTRACTUAL SERVICES	279,213.00	23,682.33	269,584.34	34,299.40	(24,670.59)	108.84	217,985.73
TOTAL SPLASH DAYZ	405,076.00	31,473.67	381,499.38	34,299.40	(10,722.61)	102.65	323,084.84
CONVENTION CENTER							
PERSONNEL	33,285.00	2,659.40	33,250.93	-	33.70	99.90	71,617.82
MATERIALS & SUPPLIES	2,525.00	182.92	2,234.35	-	290.65	88.49	6,768.96
CONTRACTUAL SERVICES	84,571.00	1,025.22	54,854.63	24,350.00	5,366.33	93.65	43,550.95
TOTAL CONVENTION CENTER	120,381.00	3,867.54	90,339.91	24,350.00	5,690.68	95.27	121,937.73
FACILITY SERVICES							
PERSONNEL	117,926.00	15,922.23	101,314.09	-	16,611.91	85.91	78,418.88
MATERIALS & SUPPLIES	122,739.00	16,758.89	107,594.38	-	15,144.86	87.66	122,471.92
CONTRACTUAL SERVICES	363,320.00	16,610.09	350,513.96	11,547.03	1,259.05	99.65	130,355.36
CAPITAL OUTLAY	6,300.00	-	5,544.00	-	756.00	88.00	-
TOTAL FACILITY SERVICES	610,285.00	49,291.21	564,966.43	11,547.03	33,771.82	94.47	331,246.16

FOOD & BEVERAGE							
PERSONNEL	44,915.00	9,513.07	43,093.91	-	1,821.40	95.94	32,332.50
MATERIALS & SUPPLIES	50,770.00	5,493.90	46,994.03	-	3,775.97	92.56	41,564.96
TOTAL FOOD & BEVERAGE	95,685.00	15,006.97	90,087.94	-	5,597.37	94.15	73,897.46
LIFEGUARDS							
PERSONNEL	224,570.00	44,517.74	176,947.97	-	47,622.14	78.79	178,774.93
MATERIALS & SUPPLIES	4.00	-	3.44	-	0.56	86.00	1,186.50
CONTRACTUAL SERVICES	4,146.00	-	1,267.82	-	2,878.18	30.58	8,726.84
TOTAL LIFEGUARDS	228,720.00	44,517.74	178,219.23	-	50,500.88	77.92	188,688.27
FRONT GATE							
PERSONNEL	53,610.00	11,824.00	47,181.70	-	6,427.83	88.01	39,380.17
MATERIALS & SUPPLIES	7,030.00	-	6,121.25	-	908.75	87.07	5,070.88
CONTRACTUAL SERVICES	300.00	-	-	-	300.00	-	-
TOTAL FRONT GATE	60,940.00	11,824.00	53,302.95	-	7,636.58	87.47	44,451.05
CASH CONTROL							
PERSONNEL	16,564.00	3,545.19	20,108.28	-	(3,544.43)	121.40	11,830.53
MATERIALS & SUPPLIES	500.00	-	-	-	500.00	-	36.72
TOTAL CASH CONTROL	17,064.00	3,545.19	20,108.28	-	(3,044.43)	117.84	11,867.25
EMT							
MATERIALS & SUPPLIES	5,160.00	-	1,938.88	-	3,221.12	37.58	332.47
TOTAL EMT	5,160.00	-	1,938.88	-	3,221.12	37.58	332.47
TOTAL EXPENDITURES	1,543,311.00	159,526.32	1,380,463.00	70,196.43	92,651.41	94.00	1,095,505.23
REVENUE OVER/(UNDER) EXPENDITURES	-	(29,724.39)	(95.25)	(70,165.43)	70,260.80	(566.67)	313,715.13
					FUND BALANCE AVAILABLE:		(53,883.81)

08 - CRIME DIST SPECIAL REV FINANCIAL SUMMARY							
					% OF YEAR COMPLETED : 91.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
SALES AND USE TAXES	1,075,000.00	132,800.87	1,068,346.54	-	6,653.42	99.38	917,469.48
INTEREST INCOME	3,500.00	1,102.70	5,369.96	-	(1,870.04)	153.43	5,812.10
OTHER REVENUE	57,000.00	-	19,485.00	-	37,515.00	34.18	159,580.45
TOTAL REVENUES	1,135,500.00	133,903.57	1,093,201.50	-	42,298.38	96.27	1,082,862.03
EXPENDITURE SUMMARY							
CRIME DISTRICT							
MATERIALS & SUPPLIES	46,792.00	4,022.82	30,411.00	-	16,381.13	64.99	19,064.49
CONTRACTUAL SERVICES	553,060.00	20,964.73	437,294.11	96.00	115,669.90	79.09	412,522.81
TRANSFERS	751,275.00	62,606.21	688,668.31	-	62,606.33	91.67	701,590.09
TOTAL CRIME DISTRICT	1,351,127.00	87,593.76	1,156,373.42	96.00	194,657.36	85.59	1,133,177.39
TOTAL EXPENDITURES	1,351,127.00	87,593.76	1,156,373.42	96.00	194,657.36	85.59	1,133,177.39
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	46,309.81	(63,171.92)	(96.00)	(152,358.98)	29.34	(50,315.36)
					FUND BALANCE AVAILABLE:		1,048,388.01

08 - CRIME DIST SPECIAL REV							
					% OF YEAR COMPLETED : 91.67		
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
REVENUES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
SALES AND USE TAXES							
400-02-005 SALES TAX	1,075,000.00	132,800.87	1,068,346.54	-	6,653.42	99.38	917,469.48
TOTAL SALES AND USE TAXES	1,075,000.00	132,800.87	1,068,346.54	-	6,653.42	99.38	917,469.48
INTEREST INCOME							
400-60-601 INTEREST INCOME	3,500.00	1,102.70	5,369.96	-	(1,870.04)	153.43	5,812.10
TOTAL INTEREST INCOME	3,500.00	1,102.70	5,369.96	-	(1,870.04)	153.43	5,812.10
OTHER REVENUE							
400-70-701 MISCELLANEOUS REVENUE	-	-	375.00	-	(375.00)	-	150,090.00
400-70-724 SALE OF ENTERPRISE ASSET	57,000.00	-	19,110.00	-	37,890.00	33.53	9,490.45
TOTAL OTHER REVENUE	57,000.00	-	19,485.00	-	37,515.00	34.18	159,580.45
TOTAL REVENUE	1,135,500.00	133,903.57	1,093,201.50	-	42,298.38	96.27	1,082,862.03
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
DEPARTMENTAL EXPENDITURES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
MATERIALS & SUPPLIES							
551-10-109 MISC MATERIALS & SUPPLIES	915.00	-	-	-	915.00	-	-
551-10-111 AMMUNITION	4,850.00	-	2,690.20	-	2,159.80	55.47	5,819.31
551-10-113 UNIFORMS	34,170.00	1,073.78	22,889.55	-	11,280.58	66.99	5,597.43
551-10-118 TOOLS & EQUIPMENT < 5,000	6,857.00	2,949.04	4,831.25	-	2,025.75	70.46	7,647.75
TOTAL MATERIALS & SUPPLIES	46,792.00	4,022.82	30,411.00	-	16,381.13	64.99	19,064.49

CONTRACTUAL SERVICES							
551-20-214 OTHER PROFESSIONAL SERVICES	39,559.00	1,016.00	22,122.00	-	17,437.37	55.92	29,390.90
551-20-219 CELL PHONES/AIR CARDS	5,931.00	684.10	4,790.26	-	1,140.99	80.76	6,315.87
551-20-221 ANNUAL COMPUTER MAINTENANCE	49,045.00	-	47,561.50	-	1,483.50	96.98	48,973.61
551-20-222 ENTERPRISE VEHICLE MAINTENANC	1,217.00	111.00	1,121.41	96.00	-	100.00	1,149.00
551-20-223 VEHICLE MAINTENANCE/REPAIRS	65,278.00	2,306.08	64,684.86	-	593.14	99.09	38,790.16
551-20-224 EQUIPMENT MAINTENANCE/REPAIRS	56,746.00	-	53,771.85	-	2,974.15	94.76	53,248.57
551-20-228 INSURANCE	140.00	-	140.00	-	-	100.00	140.00
551-20-233 TRAVEL & TRAINING	23,820.00	2,570.33	15,777.34	-	8,042.66	66.24	20,835.34
551-20-242 CONTRIBUTE TO OTHER AGENCIES	9,600.00	-	9,600.00	-	-	100.00	9,600.00
551-20-245 ADMIN COST TO GENERAL FUND	59,755.00	6,640.04	66,073.86	-	(6,318.76)	110.57	55,376.06
551-20-246 PAYMENT PLAN - TASERS	9,504.00	-	9,504.00	-	-	100.00	9,504.00
551-20-247 PAYMENT PLAN - RADIOS	54,033.00	-	54,032.89	-	0.11	100.00	54,929.98
551-20-253 COMPUTER RELATED EQUIP < \$5K	4,105.00	-	4,105.16	-	-	100.00	430.18
551-20-254 ENTERPRISE LEASE	174,326.00	7,637.18	84,008.98	-	90,316.74	48.19	83,839.14
TOTAL CONTRACTUAL SERVICES	553,060.00	20,964.73	437,294.11	96.00	115,669.90	79.09	412,522.81
TRANSFERS							
551-70-701 TRANSFER TO GENERAL FUND	751,275.00	62,606.21	688,668.31	-	62,606.33	91.67	701,590.09
TOTAL TRANSFERS	751,275.00	62,606.21	688,668.31	-	62,606.33	91.67	701,590.09
TOTAL CRIME DISTRICT	1,351,127.00	87,593.76	1,156,373.42	96.00	194,657.36	85.59	1,133,177.39
TOTAL EXPENDITURES	1,351,127.00	87,593.76	1,156,373.42	96.00	194,657.36	85.59	1,133,177.39
REVENUE OVER/(UNDER) EXPENDITURES	(215,627.00)	46,309.81	(63,171.92)	(96.00)	(152,358.98)	29.34	(50,315.36)

23 -STORM WATER UTILITY FUND FINANCIAL SUMMARY					% OF YEAR COMPLETED : 91.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
UTILITY CHARGES FOR SERV	578,100.00	52,717.02	523,029.53	-	55,070.47	90.47	516,781.30
INTEREST INCOME	10,800.00	2,616.34	13,249.86	-	(2,449.86)	122.68	21,569.83
OTHER REVENUE	-	-	-	-	-	-	17,395.66
TOTAL REVENUES	588,900.00	55,333.36	536,279.39	-	52,620.61	91.06	555,746.79
EXPENDITURE SUMMARY							
STORM WATER UTILITY							
PERSONNEL	334,919.00	34,902.36	268,726.59	-	66,192.79	80.24	238,072.52
MATERIALS & SUPPLIES	27,041.00	5,950.33	18,012.99	2,460.00	6,568.01	75.71	9,920.40
CONTRACTUAL SERVICES	200,796.00	27,216.32	199,902.08	16,936.51	(16,042.32)	107.99	162,139.13
CAPITAL OUTLAY	343,986.00	7,136.00	12,020.00	339,102.00	(7,136.00)	102.07	217,622.03
TRANSFERS	113,782.00	9,481.84	104,300.24	-	9,481.84	91.67	78,648.17
TOTAL STORM WATER UTILITY	1,020,525.00	84,686.85	602,961.90	358,498.51	59,064.32	94.21	706,402.25
TOTAL EXPENDITURES	1,020,525.00	84,686.85	602,961.90	358,498.51	59,064.32	94.21	706,402.25
REVENUE OVER/(UNDER) EXPENDITURES	(431,625.00)	(29,353.49)	(66,682.51)	(358,498.51)	(6,443.71)	98.51	(150,655.46)
					FUND BALANCE AVAILABLE:		2,139,489.91

REPORT REGARDING ONCOR ELECTRIC'S REQUESTED RATE CHANGE

Purpose:

On May 13, 2022, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor’s filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

All cities with original jurisdiction will need to adopt the Resolution ***prior to October 30, 2022.***

Explanation of “Be It Resolved” Sections:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by Cities will submit monthly invoices that will be forwarded to Oncor for reimbursement.
4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for Cities will be notified of the City’s action by sending a copy of the approved and signed resolution to counsel.

RESOLUTION NO. 2022-10-016-001

A RESOLUTION OF THE CITY OF WHITE SETTLEMENT, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of White Settlement, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 11TH day of OCTOBER 2022.

Ronald A. White, Mayor

ATTEST:

Amy Arnold, City Secretary

RESOLUTION NO. 2022-10-017-002

**A RESOLUTION OF THE CITY OF WHITE SETTLEMENT
SUPPORTING THE MISSION STATEMENT OF THE
NAVAL AIR STATION JOINT RESERVE BASE FORT
WORTH REGIONAL COORDINATION COMMITTEE**

WHEREAS, Naval Air Station Joint Reserve Base Fort Worth (NAS JRB Fort Worth) is a vital national military asset that serves the operational needs of the United States Navy, United States Air Force, United States Army, United States Marine Corps, and the Texas Air National Guard; and

WHEREAS, North Texas is home to 386,000 veterans, of which NAS JRB Fort Worth, trains and provides family services to 10,000 active, reserve and Department of Defense personnel, who live, work, and raise families in the area; and

WHEREAS, NAS JRB Fort Worth is required to be open and operational in order to maintain the adjacent presence of Lockheed Martin which employs more than 18,000 people in the manufacturing and testing of aircraft and aircraft technology; and

WHEREAS, the NAS JRB Fort Worth Regional Coordination Committee (RCC) is an initiative of the cities of Benbrook, Fort Worth, Lake Worth, River Oaks, Sansom Park, Westworth Village, and White Settlement in conjunction with Tarrant County; and

WHEREAS, the RCC was established as a recommendation of the 2008 Joint Land Use Study to prevent encroachment, promote compatible land use, minimize height obstructions, and expand community outreach regarding the importance of base missions and operations in the communities surrounding NAS JRB Fort Worth; and

WHEREAS, continued collaboration between local governments, developers, stakeholders and military installation is essential for the safety and overall success of military operations at NAS JRB Fort Worth; and

WHEREAS, the RCC will serve as a forum for dialogue between the base and the surrounding communities to implement recommendations from Joint Land Use Studies and Compatible Use Plans related to compatible development, livability, and public engagement; and

WHEREAS, the RCC will provide support for the base and members of the military to preserve NAS JRB Fort Worth as a strategic military asset and to enhance the economy and quality of life in the surrounding communities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

SECTION 1.

The City of White Settlement endorses and supports the RCC Mission Statement adopted on January 24, 2022.

SECTION 2.

The City of White Settlement reaffirms its membership on the Regional Coordination Committee and supports its actions.

SECTION 3

The City of White Settlement will continue to appoint two voting representatives to the RCC.

SECTION 4

The City of White Settlement will regularly review the service of its appointed representatives and inform the RCC of any changes to these appointments in writing.

SECTION 5

This resolution shall be in effect immediately upon action.

PASSED AND APPROVED THIS THE 11th DAY OF OCTOBER, 2022.

Ronald White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

RCC Mission Statement
Adopted January 24, 2022

The Naval Air Station Joint Reserve Base Fort Worth Regional Coordination Committee will serve as a forum for dialogue between the base and the surrounding communities to implement recommendations from Joint Land Use Studies and Compatible Use Plans related to compatible development, livability, and public engagement. The RCC will provide support for the base and members of the military to preserve NAS JRB Fort Worth as a strategic military asset and to enhance the economy and quality of life in the surrounding communities.



TARRANT COUNTY
EMERGENCY SERVICES DISTRICT NO. ONE
2750 PREMIER STREET
FORT WORTH, TEXAS 76111-3011
(817) 838-4660
(817) 831-2007 FAX

September 29, 2022

City of White Settlement
214 Meadow Park Dr
White Settlement, TX 76108

Dear City Official,

Please find enclosed two (2) copies of the Tarrant County Emergency Services District No. One (District) Agreement for fire service provided by your City to the District beginning October 1, 2022 through September 30, 2023.

Please have both copies executed and return originals to the District's office at the above address. The District will then execute same, returning one copy for your files. So that we may confirm upcoming contracts, we ask that the executed agreements be returned as soon as possible.

If you have any questions, please feel free to contact Fire Marshal Randy Renois.

Regards,

A handwritten signature in black ink, appearing to read "Elizabeth Siddiq", written over a horizontal line.

Elizabeth Siddiq
Office Manager

Encl: ESD #1 Agreement (x2)

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

City of White Settlement, Texas
Fire Service
Grant

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF WHITE SETTLEMENT, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. Said service area(s) is highlighted on the attached Exhibit "A." The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY the total sum of FIFTY THOUSAND DOLLARS (\$50,000.00) during this contract year by making equal quarterly payments during the months of January 2023, April 2023, July 2023 and October 2023 for fire protection services in the service area outlined in Exhibit "A."

Section 4: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 5: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 6: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 7: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 8: Monthly Reporting Required

All monthly reports, fire or ambulance, shall be turned in to the Fire Marshal's office no later than fifteen (15) days after the end of the applicable month. The failure to timely file the monthly report shall excuse the DISTRICT from payment for that applicable month resulting in a reduction of one-third of the quarterly payment to the CITY for each applicable month.

Section 9: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 10: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 11: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 12: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 13: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 14: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 15: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

Section 16: Grant from District

During the DISTRICT's 2023 fiscal year, the CITY may request reimbursement for expenses related to the item(s) listed in Exhibit "D". Reimbursement shall not exceed the amounts or quantities listed unless specifically authorized by the DISTRICT through an action of its Commissioners. Reimbursement requests must be received by the DISTRICT on or before June 30, 2023. Reimbursements will be considered based on proper documentation being submitted by the CITY including, but not limited to, an itemized invoice(s) and proof of payment(s) by the CITY.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

**CITY OF WHITE SETTLEMENT,
TEXAS**

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

FM
1886

CATTLEBARON
PARC DR

CATTLEBARON-DR

OVERLOOK
TRL

HILL TOP
DR

ESN 95

WHITE SETTLEMENT FD
EAGLE MOUNTAIN EMS

WESTERN
OAKS RD

YARMOUTH
LN
HAYWIRE RANCH RD
CREEKWAY
DR

WHITE SETTLEMENT RD



WHITE SETTLEMENT RD

ESN 173

WHITE SETTLEMENT FD
BENBROOK EMS

Parker

OLD-WEATHERFORD RD

CHAPIN RD

HARPER LN

CHAPIN RD

CHAPIN RD



Exhibit “D”

GRANT FROM DISTRICT

City of White Settlement

(Items included in the categories below are based on the agency's itemized request and will be reimbursed in strict compliance with the agency's grant submission.)

Grant Purpose	Amount
Mobile data computers and router	\$12,500.00

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

CITY OF ARLINGTON	CITY OF WHITE SETTLEMENT
TOWN OF FLOWER MOUND	BIRDVILLE ISD
CITY OF FOREST HILL	BENBROOK LIBRARY DISTRICT
CITY OF NORTH RICHLAND HILLS	TARRANT COUNTY

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint November 8, 2022 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as “Elections Administrator.” This term includes the Assistant Elections Administrator in the Elections Administrator’s absence or disability. In the absence of both of them, the term includes the person(s) designated by the Elections Administrator or other person authorized by law.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on November 8, 2022. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be December 13, 2022.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator a fee of five (5) dollars for equipment, supplies and services as provided in this agreement, except for those entities that request Early Voting locations that are not regularly used by the County, in which case the entity agrees to pay the County for all expenses related to such locations. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be billed under the same terms.

Each participating authority agrees to adopt the Verity Voting System v.2.5, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each participating authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the November 8, 2022 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than November 8, 2022 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the November 8, 2022 election. This notice shall be written in the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the

participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail, including maintaining and making available the early voting roster information in conformance with Section 87.121 of the Texas Election Code. Upon request of a participating authority, the Early Voting Clerk will promptly make all information contained within the early voting roster available for inspection by the participating authority, including the information maintained under Section 87.121(f). The Participating Authorities understand that, as specified in section 87.121, information on the roster for a person to whom an early voting mail ballot has been sent is not available for public inspection, except to the voter seeking to verify that the information pertaining to the voter is accurate, until the first business day after election day.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Stacey Behymer, Technology Resources Coordinator
Presiding Judge:	David Lambertsen

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The manager shall be responsible for

releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each participating authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days after the original election, not counting election day.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 8, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be December 13, 2022.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to pay a flat fee of 5\$ for the elections, as long as they do not request any additional Early Voting locations to be added to the list prepared by the Elections Administrator.

If a participating entity requests to have one or more Early Voting locations added to the election, then such entity shall reimburse the county for the actual costs associated with the location.

In addition, each participating authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and made a part of this Contract. This cost estimate shall serve as the cost schedule agreed upon by the contracting parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to the Entity (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

The Elections Administrator's invoice shall be due and payable by the Entity to the address set forth in the invoice within 30 days after its receipt by the Entity. If the Entity disputes any portion of the invoice, the Entity shall notify the Elections Administrator in writing within such 30-day period or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority that does not request additional Early Voting locations agrees to pay the Tarrant County Elections Administrator the entire amount of the obligation within 15 days after execution of this agreement. Each participating authority that requests additional Early Voting sites agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of the estimated obligation within 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the November 8, 2022 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
CITY OF ARLINGTON	0	0	\$ 80.00	\$ 80.00
TOWN OF FLOWER MOUND	0	0	\$ 80.00	\$ 80.00
CITY OF FOREST HILL	0	0	\$ 80.00	\$ 80.00
CITY OF NORTH RICHLAND HILLS	0	0	\$ 10,536.19	\$ 7,910.00
CITY OF WHITE SETTLEMENT	0	0	\$ 80.00	\$ 80.00
BIRDVILLE ISD	0	0	\$ 80.00	\$ 80.00
BENBROOK LIBRARY DISTRICT	0	0	\$ 80.00	\$ 80.00
TARRANT COUNTY	317	317	\$2,267,026.29	\$1,700,270.00
TOTALS	317	317	\$2,278,042.48	\$1,708,660.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten

percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining participating authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the participating authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.
10. Appropriate practical adjustments to resolve or address issues relating to pandemic or any other emergency, disaster, or public health, safety, or welfare challenge, shall be made by the Elections Administrator in his/her sole discretion as permitted by law in order to maximize the health, safety, and welfare of election workers and members of the public.
11. Appropriate practical adjustments to resolve or address technical, equipment, location, personnel, or supply issues shall be made by the Elections Administrator in his/her sole discretion as permitted by law in order to maximize the health, safety, and welfare of election workers and members of the public, and to facilitate the conduct of the election according to law.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 2020.

(Seal)

Signature of Notary

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway	2625 West Pioneer Parkway	Grand Prairie, TX 75051
Cross Point Church of Christ	Youth Room	3020 West Bardin Road	Grand Prairie, TX 75052
J. M. Farrell Elementary School	Main Hallway	3410 Paladium Drive	Grand Prairie, TX 75052
Louise Cabaniss Academy of Young Scholars	Library	6080 Mirabella Boulevard	Grand Prairie, TX 75052
West Elementary School	Library	2911 Kingswood Boulevard	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Library	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Library	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Cafeteria	6621 Kelly Elliott Road	Arlington, TX 76001
Summit High School Performing Arts Center	Lobby	1071 Turner Warnell Road	Arlington, TX 76001
T. A. Howard Middle School	Library	7501 Calender Road	Arlington, TX 76001
Janet Brockett Elementary School	Gym	810 Dove Meadows Drive	Arlington, TX 76002
Martha Reid Leadership Academy	Lobby Hallway	500 Country Club Drive	Arlington, TX 76002
MISD Student Nutrition Department	Auditorium	1151 Mansfield Webb Road	Arlington, TX 76002
Pearcy Stem Academy	Library	601 East Harris Road	Arlington, TX 76002
Timberview High School	Performing Arts Center / Theater	7700 South Watson Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Fine Arts Hallway	2201 Ascension Boulevard	Arlington, TX 76006
Elzie Odom Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Northeast Branch Library	Community Room	1905 Brown Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Seminar Rooms B 102.00 & B 103.00	2101 Browning Drive	Arlington, TX 76010
Beth Anderson Elementary School	Library	1101 Timberlake Drive	Arlington, TX 76010
East Library and Recreation Center	Community Room	1817 New York Avenue	Arlington, TX 76010
Elks Lodge 2114	Ballroom, Hallway	601 West Pioneer Parkway	Arlington, TX 76010
Louise Blanton Elementary School	Front Hallway at Main Entrance	1900 South Collins Street	Arlington, TX 76010
Meadowbrook Recreation Center	Activity Room	1400 Dugan Street	Arlington, TX 76010

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtle Thornton Elementary School	Library	2315 Stonegate Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Meeting Space	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	Hallway by Library	1200 North Cooper Street	Arlington, TX 76011
Shepherd of Life Lutheran Church	Church Lobby	715 East Lamar Boulevard	Arlington, TX 76011
Berta May Pope Elementary School	Gym	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	1000-1100 Cross Hall	1400 West Lamar Boulevard	Arlington, TX 76012
New World United Methodist Church	Education Wing	2201 North Davis Drive	Arlington, TX 76012
Shackelford Junior High School	Gym B	2000 North Fielder Road	Arlington, TX 76012
St. Stephen United Methodist Church	Family Life Center (Gymnasium)	1800 West Randol Mill Road	Arlington, TX 76012
Tabernacle Baptist Church	Fellowship Hall	2500 West Randol Mill Road	Arlington, TX 76012
Wimbish World Language Academy	Library	1601 Wright Street	Arlington, TX 76012
Arlington First Church of the Nazarene	Worship Center & Foyer	1301 West Green Oaks Boulevard	Arlington, TX 76013
Bailey Junior High School	Library	2411 Winewood Lane	Arlington, TX 76013
Casa de Oracion Family Center	Fellowship Hall	2323 James Street	Arlington, TX 76013
Center for Community Service Junior League of Arlington	Meeting Rooms C, D & E	4002 West Pioneer Parkway	Arlington, TX 76013
Central YMCA	Conference Room / Classroom	2200 South Davis Drive	Arlington, TX 76013
Ruby Ray Swift Elementary School	Room 202, Family Engagement Liaison	1101 South Fielder Road	Arlington, TX 76013
Woodland West Church of Christ	West Lobby	3101 West Park Row Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chamber	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Ethel Goodman Elementary School	Library	1400 Rebecca Lane	Arlington, TX 76014
Edify Community Fellowship Church	Fellowship Hall	3005 Sprocket Drive	Arlington, TX 76015
Floyd Gunn Junior High School / Fine Arts and Dual Language Academy	Library	3000 South Fielder Road	Arlington, TX 76015
Foster Elementary School	Gym	1025 High Point Road	Arlington, TX 76015
Charles W. Young Junior High School	North Gym A	3200 Woodside Drive	Arlington, TX 76016

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Jason B. Little Elementary School	Library	3721 Little Road	Arlington, TX 76016
Key Elementary School	Main Lobby	3621 Roosevelt Drive	Arlington, TX 76016
Miller Elementary School	Gym	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	Council Chambers	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017
Cliff Nelson Recreation Center	Classroom	4600 West Bardin Road	Arlington, TX 76017
Glenn Harmon Elementary School	Library	5700 Petra Drive	Arlington, TX 76017
Grace Community Church	Gymnasium	801 West Bardin Road	Arlington, TX 76017
Rush Creek Church	Commons Atrium	2350 Southwest Green Oaks Boulevard	Arlington, TX 76017
Southwest Branch Library	Community Room	3311 Southwest Green Oaks Boulevard	Arlington, TX 76017
Truett Boles Junior High School	Gym A	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Alpha International Seventh-day Adventist Church	Fellowship Hall	6000 South Collins Street	Arlington, TX 76018
New Life Fellowship	Auditorium	201 East Sublett Road	Arlington, TX 76018
Southeast Branch Library	Community Room	900 Southeast Green Oaks Boulevard	Arlington, TX 76018
St. Andrews United Methodist Church	Lobby "Link"	2045 Southeast Green Oaks Boulevard	Arlington, TX 76018
Azle ISD Instructional Support Center	Classrooms	483 Sandy Beach Road, Suite B	Azle, TX 76020
The Edge Church of Azle (Good Shepherd Lutheran Church)	Room 1	1313 Southeast Parkway	Azle, TX 76020
Pelican Bay City Hall	Council Chambers	1300 Pelican Circle	Pelican Bay, TX 76020
Airport Area YMCA	Gymnasium	3524 Central Drive	Bedford, TX 76021
Bedford Public Library	Meeting Room	2424 Forest Ridge Drive	Bedford, TX 76021
First United Methodist Church	Lobby & Hallways	1245 Bedford Road	Bedford, TX 76021
St. Michael Catholic Church	Formation Center	3713 East Harwood Road	Bedford, TX 76021
Freedom Church	Lobby, Hallway	701 Harwood Road	Bedford, TX 76021
Central Baptist Church of Bedford	Fellowship Hall	1120 Central Drive	Bedford, TX 76022
Pat May Center	C Rooms	1849-B Central Drive	Bedford, TX 76022

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Stonegate Elementary School	Cafeteria	900 Bedford Road	Bedford, TX 76022
Formation Building - St. Ann's Catholic Church	Room 3 & 4	100 Southwest Alsbury Boulevard	Burleson, TX 76028
Oak Grove Baptist Church	Gym	12351 Oak Grove Road South	Burleson, TX 76028
Precinct One Garage	Front Conference Room	800 East Rendon Crowley Road	Burleson, TX 76028
Retta Baptist Church	Fellowship Hall	13201 Rendon Road	Burleson, TX 76028
Colleyville Public Library	2nd Floor	110 Main Street	Colleyville, TX 76034
Covenant Church	Community Room	3508 Glade Road	Colleyville, TX 76034
Liberty Elementary School	Lobby	1101 West McDonwell School Road	Colleyville, TX 76034
Crouch Event Center in Bicentennial Park	Large Banquet Room	900 East Glendale Street	Crowley, TX 76036
Crowley Assembly of God	Fellowship Hall	721 South Crowley Road	Crowley, TX 76036
First Baptist Church of Crowley	Gym	400 Eagle Drive South	Crowley, TX 76036
St. Francis Village	Activity Rooms A & B	4125 St. Francis Village Road	Crowley, TX 76036
Bear Creek Elementary School	Gym	401 Bear Creek Drive	Eules, TX 76039
Eules Family Life Senior Center	Activity Room #1	300 West Midway Drive	Eules, TX 76039
King of Kings Arabic Church	Lobby, Cafeteria & Hallway	1401 North Main Street	Eules, TX 76039
Lakewood Elementary School	Eagle's Nest	1600 Donley Drive	Eules, TX 76039
Life Connection Church	Lobby	208 Nutmeg Lane	Eules, TX 76039
Calvary Baptist Church	Family Life Center / Gym	304 Calvary Drive	Eules, TX 76040
South Eules Baptist Church	Fellowship Hall	1000 Simmons Drive	Eules, TX 76040
South Eules Elementary School	Library	605 South Main Street	Eules, TX 76040
St. John Missionary Baptist Church	Family Center	3324 House Anderson Road	Eules, TX 76040
Cross Timbers Middle School	Gym 2	2301 Pool Road	Grapevine, TX 76051
Dove Elementary School	Gym	1932 Dove Road	Grapevine, TX 76051
First Presbyterian Church Grapevine	Fellowship Hall Main Room	1002 North Park Boulevard	Grapevine, TX 76051
Grapevine Elementary School	Gym	1801 Hall-Johnson Road	Grapevine, TX 76051
Grapevine Public Library	Library Program Room	1201 Municipal Way	Grapevine, TX 76051

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Heritage Elementary School	Gym	4500 Heritage Avenue	Grapevine, TX 76051
St. Francis Catholic Church	Parish Hall	861 Wildwood Lane	Grapevine, TX 76051
Timberline Elementary School	Library	3220 Timberline Drive	Grapevine, TX 76051
Heritage Baptist Church	Activity Center	1200 FM 156 South	Haslet, TX 76052
Legacy Learning Center Northwest ISD	L112 and L113	501 School House Road	Haslet, TX 76052
Sendera Ranch Rancho Canyon Clubhouse	Main Room	556 Rancho Canyon Way	Haslet, TX 76052
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Hurst Public Library	Program Rooms North & South	901 Precinct Line Road	Hurst, TX 76053
Impact Mission Church	Fellowship Hall	745 Brown Trail	Hurst, TX 76053
North Pointe Baptist Church of Hurst	Family Life Center	147 East Hurst Boulevard	Hurst, TX 76053
First Baptist Church of Hurst	Fellowship Hall	1801 Norwood Drive	Hurst, TX 76054
Northeast Courthouse	Community Rooms A, B & C	645 Grapevine Highway	Hurst, TX 76054
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Kennedale High School	Performing Arts Center	901 Wildcat Way	Kennedale, TX 76060
Brooks Wester Middle School	Concession Hall	1520 North Walnut Creek	Mansfield, TX 76063
Dr. Jim Vaszauskas Center for the Performing Arts	Lab B	1110 West Debbie Lane	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Linda Jobe Middle School	Foyer	2491 Gertie Barrett Road	Mansfield, TX 76063
Mansfield Sub-Courthouse	1st Floor Meeting Space	1100 East Broad Street	Mansfield, TX 76063
New Hope Baptist Church	Fellowship Hall	6765 Dick Price Road	Mansfield, TX 76063
Regal Oak Counseling	Training Room	1285 North Main Street, Suite 102	Mansfield, TX 76063
Roberta Tipps Elementary School	Library	3001 North Walnut Creek Drive	Mansfield, TX 76063
Vernon Newsom Stadium	Community Room	3700 East Broad Street	Mansfield, TX 76063
Carroll Senior High School	Art Facility	1501 West Southlake Boulevard	Southlake, TX 76092
New Day Church	Event Center	101 East Highland Street	Southlake, TX 76092
Southlake Town Hall	3rd Floor Training Rooms 3A - 3D	1400 Main Street	Southlake, TX 76092

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Greenway Church	Lobby / Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	3rd Floor Conference Room	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center / Café Area	3201 Purington Avenue	Fort Worth, TX 76103
Sagamore Hill Elementary School	Hallway in Learning Zone	701 South Hughes Avenue	Fort Worth, TX 76103
Victory Temple Worship Center	Cafeteria	2001 Oakland Boulevard	Fort Worth, TX 76103
Community Christian Church Education Building	Cafeteria	1720 Vickery Boulevard East	Fort Worth, TX 76104
Fire Station Community Center	West Half of Gymnasium	1601 Lipscomb Street	Fort Worth, TX 76104
Fort Worth Event Center	Small Banquet Hall	2100 Evans Avenue	Fort Worth, TX 76104
Kingdom Manifesters Church	Conference Room / Sanctuary	2401 McCurdy Street	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
D. McRae Elementary School	Back Wing - Science Lab	3316 Avenue N	Fort Worth, TX 76105
Grace Temple Seventh-Day Adventist Church	Fellowship Hall	4200 East Berry Street	Fort Worth, TX 76105
Rising Star Baptist Church	Chapel	4216 Avenue M	Fort Worth, TX 76105
William M. McDonald YMCA	Studio A	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Area	3402 Northwest 28th Street	Fort Worth, TX 76106
Our Lady of Guadalupe Catholic Church	Conference Room	4100 Blue Mound Road	Fort Worth, TX 76106
Como Community Center	Multi-Purpose Room #5	4660 Horne Street	Fort Worth, TX 76107
Connell Baptist Church	Foyer	4736 Bryce Avenue	Fort Worth, TX 76107
International Newcomer Academy	Gym	3813 Valentine Street	Fort Worth, TX 76107
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
Lena Pope Home	Messman Hall	3200 Sanguinet Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Westover Hills Town Hall	Town Hall	5824 Merrymount Road	Westover Hills, TX 76107
Blue Haze Elementary School	Multi-Purpose Room	601 Blue Haze Drive	Fort Worth, TX 76108
Grace Baptist Church	Lobby / Foyer	1501 Jim Wright Freeway	Fort Worth, TX 76108
Redeemer Bible Church	Fellowship Hall Auditorium	100 Verna Trail North	Fort Worth, TX 76108
Pecan Grove Convention Center	Main Open Room	405 North Las Vegas Trail	White Settlement, TX 76108
White Settlement Public Library	Community Room	8215 White Settlement Road	White Settlement, TX 76108
Trinity Chapel	Worship Center / Sanctuary	6610 Southwest Boulevard	Benbrook, TX 76109
Congregation Ahavath Sholom	Brachman Parlor	4050 South Hulen Street	Fort Worth, TX 76109
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Gym	3300 South Henderson Street	Fort Worth, TX 76110
Grace Fellowship Baptist Church	Conference Room	3801 McCart Avenue	Fort Worth, TX 76110
R. L. Paschal High School	Gus Bates Lobby	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Auditorium	900 West Fogg Street	Fort Worth, TX 76110
Victory Forest Community Center	Half Gym	3427 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Library	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Oakhurst Elementary School	Gym	2700 Yucca Avenue	Fort Worth, TX 76111
Riverside Applied Learning Center	Gym	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Community Room	3700 East Belknap Street	Fort Worth, TX 76111
Springdale Baptist Church	Fellowship Hall	3016 Selma Street	Fort Worth, TX 76111
Springdale Elementary School	Auditorium	3207 Hollis Street	Fort Worth, TX 76111

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Main Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multipurpose Room	6201 Beaty Street	Fort Worth, TX 76112
Legacy Fellowship Church	Fellowship Hall	5320 Norma Street	Fort Worth, TX 76112
Martin Luther King Community Center	Activity Room	5565 Truman Drive	Fort Worth, TX 76112
New Life Baptist Deaf Fellowship	Fellowship / Kitchen	6917 Brentwood Stair Road	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Front Foyer	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
The Potter's House	Lobby & Sanctuary	1270 Woodhaven Boulevard	Fort Worth, TX 76112
Faith, Hope and Love Ministries	Cafeteria / Kitchen	6154 Meandering Road	Fort Worth, TX 76114
Russell Hall	Main Room	5708 Jacksboro Highway	Fort Worth, TX 76114
Trinity Baptist Church	Children's Wing / Nursery Area	620 Churchill Road	Fort Worth, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Victory Church	Front Lobby	5116 River Oaks Boulevard	River Oaks, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building Children's Area	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Cafeteria / Lobby	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116
Courtyard by Marriott	Conference Room (Lone Star Room)	6530 West Freeway	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
R. D. Evans Community Center	Dance Room	3242 Lackland Road	Fort Worth, TX 76116
Redeemer Lutheran Church	Gymnasium	4513 Williams Road	Fort Worth, TX 76116
Ridglea Presbyterian Church	Church Sanctuary	5000 Southwest Boulevard	Fort Worth, TX 76116
Western Hills Church of Christ	Classroom	8800 Chapin Road	Fort Worth, TX 76116
Haltom City Public Library	Meeting Room	4809 Haltom Road	Haltom City, TX 76117
Haltom City Senior Center	Multi-Purpose Room (NW Corner)	3201 Friendly Lane	Haltom City, TX 76117
Landmark Baptist Church	Fellowship Hall	1909 Thomas Road	Haltom City, TX 76117
Moose Lodge 1889 Haltom City	Conference Room	5001 Bernice Street	Haltom City, TX 76117
O. H. Stowe Elementary School	Gym 115 B	4201 Rita Lane	Haltom City, TX 76117
W. G. Thomas Coliseum	Rooms B & C	6108 Broadway Avenue	Haltom City, TX 76117
West Birdville Elementary School	Gym	3001 Layton Avenue	Haltom City, TX 76117
First Baptist Hurst at the Trails	Lobby / Gym	9208 Trammel Davis Road	Fort Worth, TX 76118
Baker Boulevard Church of Christ	Activity Building	7139 Baker Boulevard	Richland Hills, TX 76118
Richland Middle School	Library	3401 Labadie Drive	Richland Hills, TX 76118
The Link	Community Rooms B & C	6750 Baker Boulevard	Richland Hills, TX 76118
Agape Metropolitan Community Church	Foyer of Sanctuary / Social Hall	4615 East California Parkway	Forest Hill, TX 76119
A. M. Pate Elementary School	Foyer	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gymnasium	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Harlean Beal Elementary School	Gymnasium	5615 Forest Hill Drive	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Bill J. Elliott Elementary School	Gym	2501 Cooks Lane	Fort Worth, TX 76120
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Chisholm Trail Community Center	Multipurpose Room	4936 McPherson Boulevard	Fort Worth, TX 76123
Christ United Methodist Church	Fellowship Hall	3301 Sycamore School Road	Fort Worth, TX 76123
Grace Lutheran Church	Fellowship Hall	7900 McCart Avenue	Fort Worth, TX 76123
Hallmark Baptist Church	Gym	4201 West Risinger Drive	Fort Worth, TX 76123
Mary Harris Intermediate School	Gym	8400 West Cleburne Road	Fort Worth, TX 76123
Meadowcreek Elementary School	Gymnasium	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Benbrook Community Center YMCA	Studio B	1899 Winscott Road	Benbrook, TX 76126
Church of the Holy Apostles	Parish Hall	3900 Longvue Avenue	Fort Worth, TX 76126
HighRidge Church	Main Lobby	10100 Rolling Hills Drive	Fort Worth, TX 76126
City of Blue Mound City Hall	Judges Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Cross Church	Worship Center	10321 US-287	Fort Worth, TX 76131
Destiny Center	Main Auditorium	10200 FM 156	Fort Worth, TX 76131
Fort Worth Presbyterian Church	Fellowship Hall Area	6251 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Booth Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium / Front Hallway	5533 Whitman Avenue	Fort Worth, TX 76133
Genesis United Methodist Church	Commons Area	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Community Center	Gymnasium	6300 Welch Avenue	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Community Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Fellowship Hall	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	Fellowship Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134
Agape Community Fellowship Church	Fellowship Hall	1420 West Everman Parkway	Fort Worth, TX 76134
Edge Park United Methodist Church	Fellowship Room	5616 Crowley Road	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
New Hope Fellowship	Fellowship Hall	6410 South Freeway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center / Gym	1404 Sycamore School Road	Fort Worth, TX 76134
Lighthouse Fellowship	Lobbies	7200 Robertson Road	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Lakeside Church of God	Fellowship Hall / Gym	9396 Confederate Park Road	Lakeside, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Camp Fire First Texas	Conference Room F & G	2700 Meacham Boulevard	Fort Worth, TX 76137
First Baptist Church of Fort Worth Education Building/Gym	Gymnasium	5001 Northeast Loop 820	Fort Worth, TX 76137
Hillwood Middle School	Main Gym Hallway	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Keller Collegiate Academy	Small Gym	3901 Summerfields Boulevard	Fort Worth, TX 76137
Park Glen Elementary School	Gym	5100 Glen Canyon Road	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Grace Church	Sanctuary / Fireplace Room	4740 Western Center Boulevard	Haltom City, TX 76137
Everman Civic Center	Large Ballroom	213 North Race Street	Everman, TX 76140
Jefferson Davis 9th Grade Center	Lobby	615 Townley Drive	Everman, TX 76140
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Sidney Poynter Elementary School	Library	521 Ashdale Drive	Fort Worth, TX 76140
First Baptist Church of Watauga	Main Lobby	6124 Plum Street	Watauga, TX 76148
Hector F. Garcia Community Center	Gymnasium	7901 Indian Springs Road	Watauga, TX 76148
Northside Church of the Nazarene	Gym	6750 Denton Highway	Watauga, TX 76148
Victory Tabernacle Holiness	Fellowship Hall	5761 Watauga Road	Watauga, TX 76148
Watauga City Hall	City Hall Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Gold & PLT Meeting Rooms	4200 Reggis Court	Fort Worth, TX 76155
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
Northside Community Center	Banquet Hall - Room 151	1100 Northwest 18th Street	Fort Worth, TX 76164
M. G. Ellis	Gym	215 Northeast 14th Street	Fort Worth, TX 76164

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
City Hall - Nan Stanford Administration Building	Council Chambers	333 West McLeroy Boulevard	Saginaw, TX 76179
Eagle Mountain Fire Hall 1	Training Room	9500 Live Oak Lane	Saginaw, TX 76179
City Point United Methodist Church	Reeves Hall (Fellowship Hall)	7301 Glenview Drive	North Richland Hills, TX 76180
Crossmark Church	The Commons	5408 Davis Boulevard	North Richland Hills, TX 76180
Fine Arts Athletic Complex	1st Floor Community Room	9200 Mid Cities Boulevard	North Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
Saint Paul Presbyterian Church	Fellowship Hall	4517 Rufe Snow Drive	North Richland Hills, TX 76180
The 26 Wellness Center - North Richland Hills Baptist Church	Gymnasium / Basketball Court	6955 Boulevard 26	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	Main Room	7301 Bursey Road	North Richland Hills, TX 76182
House of Grace	Commons Area / Sanctuary	7850 Davis Boulevard	North Richland Hills, TX 76182
North Park Baptist Church	Sanctuary	7025 Mid Cities Boulevard	North Richland Hills, TX 76182
North Ridge Elementary School	Outside Gym	7331 Holiday Lane (access from Starnes Road)	North Richland Hills, TX 76182
Shady Grove Baptist Church	Fellowship Hall	6649 Precinct Line Road	North Richland Hills, TX 76182
Wellspring Church	Family Life Center	7300 Smithfield Road	North Richland Hills, TX 76182
Golden Triangle Branch Library	Meeting Room - A & B	4264 Golden Triangle Boulevard	Fort Worth, TX 76244
Independence Elementary School	Foyer	11773 Bray Birch Lane	Fort Worth, TX 76244
Lone Star Elementary School	Lobby / Foyer	4647 Shiver Road	Fort Worth, TX 76244
Northpark YMCA	Multipurpose Room	9100 North Beach Street	Fort Worth, TX 76244
The Villages of Woodland Springs Amenity Center	Amenity Center	12209 Timberland Boulevard	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Light of the World Church	Café Hall	8750 North Riverside Drive	Keller, TX 76244
Bear Creek Bible Church	Youth Hangout Areas	1555 North Tarrant Parkway	Keller, TX 76248
First United Methodist Church of Keller	Narthex	1025 Johnson Road	Keller, TX 76248
Indian Springs Middle School	Small Gymnasium	305 Bursey Road	Keller, TX 76248
Keller Town Hall	Room 212	1100 Bear Creek Parkway	Keller, TX 76248

JOINT GENERAL AND SPECIAL ELECTIONS - NOVEMBER 8, 2022

7:00 am - 7:00 pm

ELECCIONES GENERALES CONJUNTAS Y ESPECIALES - 8 DE NOVIEMBRE DE 2022

KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT - NGÀY 8 THÁNG 11, NĂM 2022

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Ridgeview Elementary School	Cafeteria	1601 Marshall Ridge Parkway	Keller, TX 76248
St. Martin in-the-Fields Episcopal Church	Small West Parish Hall	223 South Pearson Lane	Keller, TX 76248
WestWind Church	Sanctuary	1300 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	PE Gym - 1502	3937 Haslet-Roanoke Road	Roanoke, TX 76262
Trophy Club Town Hall	EOC Room	1 Trophy Wood Drive	Trophy Club, TX 76262

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 8, 2022
(8 DE NOVIEMBRE DE 2022)
(NGÀY 8 THÁNG 11, NĂM 2022)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

October (Octubre) (Tháng Mười) 24 -28	Monday – Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
October (Octubre) (Tháng Mười) 29	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
October (Octubre) (Tháng Mười) 30	Sunday (Domingo) (Chủ Nhật)	10:00 a.m. – 4:00 p.m.
October (Octubre) (Tháng Mười) 31	Monday (Lunes) (Thứ Hai)	7:00 a.m. – 7:00 p.m.
November (Noviembre) (Tháng Mười Một) 1 - 4	Tuesday - Friday (Martes – Viernes) (Thứ Ba – Thứ Sáu)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	Azle ISD Instructional Support Center	483 Sandy Beach Road, Suite B	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville Public Library	110 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Eules Family Life Senior Center	300 W Midway Drive	Eules	76039
14	Everman Civic Center	213 N Race Street	Everman	76140
15	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
16	Como Community Center	4660 Horne Street	Fort Worth	76107
17	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
18	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
19	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
20	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
21	Northside Community Center	1100 NW 18 th Street	Fort Worth	76164
22	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
23	Southwest Community Center	6300 Welch Avenue	Fort Worth	76133
24	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
25	Southwestern Baptist Theological Seminary Riley Center - Lobby outside 150	1701 W Boyce Avenue	Fort Worth	76115
26	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
27	Tarrant County College Northwest Campus WFSC 1403A	4801 Marine Creek Parkway	Fort Worth	76179
28	Tarrant County College South Campus Student Center SSTU 1112	5301 Campus Drive	Fort Worth	76119
29	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
30	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
31	UNT – Health Science Center IREB - Lobby	3430 Camp Bowie Boulevard	Fort Worth	76107
32	The Villages of Woodland Springs Amenity Center	12209 Timberland Boulevard	Fort Worth	76244
33	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
34	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
35	Grapevine Public Library	1201 Municipal Way	Grapevine	76051
36	Haltom City Senior Center	3201 Friendly Lane	Haltom City	76117

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 8, 2022
(8 DE NOVIEMBRE DE 2022)
(NGÀY 8 THÁNG 11, NĂM 2022)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

37	Legacy Learning Center Northwest ISD	501 School House Road	Haslet	76052
38	Brookside Center	1244 Brookside Drive	Hurst	76053
39	Northeast Courthouse	645 Grapevine Highway	Hurst	76054
40	Tarrant County College Northeast Campus Galley NSTU 1506	828 W Harwood Road	Hurst	76054
41	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
42	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
43	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
44	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
45	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
46	Former Bursey Road Senior Adult Center	7301 Bursey Road	N Richland Hills	76182
47	Saint Paul Presbyterian Church	4517 Rufe Snow Drive	N Richland Hills	76180
48	City Hall - Nan Stanford Administration Building	333 W McLeroy Boulevard	Saginaw	76179
49	Southlake Town Hall	1400 Main Street	Southlake	76092
50	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

Application for a Ballot by Mail may be downloaded from our website: www.tarrantcounty.com/elections
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): www.tarrantcounty.com/elections
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi): www.tarrantcounty.com/elections

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại) (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail must be submitted between January 1, 2022 and October 28, 2022 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2022 y 28 de Octubre de 2022 por correo, fax o por correo electrónico a:
Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2022 và Ngày 28 Tháng 10, Năm 2022 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

Early Voting Clerk (Secretario De Votación Adelantada) (Nhân Viên Phụ Trách Bỏ Phiếu Sớm)
PO Box 961011
Fort Worth TX 76161-0011
Fax: 817-850-2344
Email: votebymail@tarrantcounty.com



WHITE SETTLEMENT POLICE DEPT, CITY OF

WSPD 40-V300 1-M500 VaaS

10/05/2022

Billing Address:
WHITE SETTLEMENT POLICE
DEPT, CITY OF
8900 CLIFFORD ST
WHITE SETTLEMENT, TX 76108
US

Quote Date:10/05/2022
Expiration Date:01/03/2023
Quote Created By:
Lee Stoa
Regional Sales Manager
Lee.Stoa@motorolasolutions.com
214-208-8787

End Customer:
WHITE SETTLEMENT POLICE DEPT,
CITY OF
Christopher Cook
ccook@wspd.us
+18172467070

Payment Terms:30 NET

Summary:

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

Summary:

1. Upload server required for 4RE systems - to be provided by the agency
2. 13 existing 4RE in-car video to be converted to ELC cloud
3. 13 existing 4RE in-car systems to be upgraded to V300 bodycam
4. 1 new M500 V300 ready in-car system for installation

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$49 PER MON)	40	5 YEAR	\$2,940.00	\$117,600.00	
2	WAR-300-CAM-NOF	V300 NO FAULT WARRANTY	40	5 YEAR	Included	Included	
3	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	40		\$99.00	\$3,960.00	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
4	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	40		Included	Included	3 YEAR
5	AAS-BWC-USB-DOC	V300 USB CHARGE/ UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	35	5 YEAR	\$240.00	\$8,400.00	
6	VIS-AAS-300-CHG	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS (\$4 PER MON)	35		Included	Included	
7	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	1	5 YEAR	\$1,800.00	\$1,800.00	
8	SSV00S01307A	INTERFACE: MOTOROLA SOLUTIONS CC VAULT CAD/RMS CORRELATION*	1	5 YEAR	\$0.00	\$0.00	
9	SVC-RMT-410-AAS	VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM	1		Included	Included	
10	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
11	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	35	5 YEAR	Included	Included	
12	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	40	5 YEAR	Included	Included	
13	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS*	40	5 YEAR	Included	Included	
14	BW-AAS-V3-TS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	2		Included	Included	
15	VIS-300-VEH-002	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	11		\$295.00	\$3,245.00	
Video as a Service							



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
16	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$165 PER MON)*	1	5 YEAR	\$9,900.00	\$9,900.00	
17	WAR-M500-CAR-2Y	M500 EXTENDED WARRANTY	1	5 YEAR	Included	Included	
18	HDW-ETH-SPS-M5	SMART POE SWITCH (SPS), M500	1		\$250.00	\$250.00	
19	VIS-300-VEH-002	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	1		\$295.00	\$295.00	
20	BRK-ANT-NMO-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	1		Included	Included	
21	VIS-SPS-WIF-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	1		Included	Included	
22	4RE-WRL-KIT-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT	1		Included	Included	
23	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	1	5 YEAR	Included	Included	
24	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS*	1	5 YEAR	Included	Included	
25	IV-M5-FC-PC-TM	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM*	1		Included	Included	
Evidence Library: Video Evidence Management							
26	ELC-SAH-UNL-ASD	EVIDENCELIBRARY.COM, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE	11	5 YEAR	\$3,093.75	\$34,031.25	
27	HDW-UPL-SRV-501	UPLOAD APPLIANCE, SVR 1U, 60 CONCRNT DEV	1		\$3,850.00	\$3,850.00	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
28	WGW00140-100	EXTENDED WARRANTY, UPLOAD SERVER EL.COM (WGA00421-501), FULL SERVICE ON SITE, 5-YEAR (MONTHS 37-60)	1	5 YEARS	\$650.00	\$650.00	
29	Trade-In	Trade-in Vista equipment & legacy customer discount Expiration Date: 11/30/2022	1		-\$1,400.00	-\$1,400.00	
30	Incentive	Free battery discount Expiration Date: 11/30/2022	1		-\$3,960.00	-\$3,960.00	

Grand Total **\$178,621.25(USD)**

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$40,716.25	\$0.00
Year 2 Subscription Fee	\$34,476.25	\$0.00
Year 3 Subscription Fee	\$34,476.25	\$0.00
Year 4 Subscription Fee	\$34,476.25	\$0.00
Year 5 Subscription Fee	\$34,476.25	\$0.00
Grand Total System Price	\$178,621.25	\$0.00

Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



EVIDENCE LIBRARY CLOUD SOLUTION DESCRIPTION

Evidence Library Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.



VIDEO EVIDENCE MANAGEMENT

Using Evidence Library Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, Evidence Library Cloud makes evidence management as efficient as possible. With Evidence Library Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

SIMPLIFIED EVIDENCE REVIEW

Evidence Library Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When uploading evidence, important information is shared that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

EASY EVIDENCE SHARING

Evidence Library Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.



AUTOMATIC DATA MAINTENANCE

Evidence Library Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in Evidence Library Cloud, allowing you to grant individuals access to evidence on an as-needed basis.

INTEGRATION WITH IN-CAR AND BODY-WORN CAMERAS

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in Evidence Library Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

OPTIONAL LIVE VIDEO STREAMING

Evidence Library Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using Evidence Library Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. Evidence Library Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

DEVICE TRACKING

You can easily manage, configure, and deploy their in-car and body-worn cameras in Evidence Library Cloud. Devices can be assigned to personnel within Evidence Library Cloud and tracked, helping agencies keep track of which users have specific devices.



FASTER SHIFT CHANGES

Evidence Library Cloud's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within Evidence Library Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.

M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

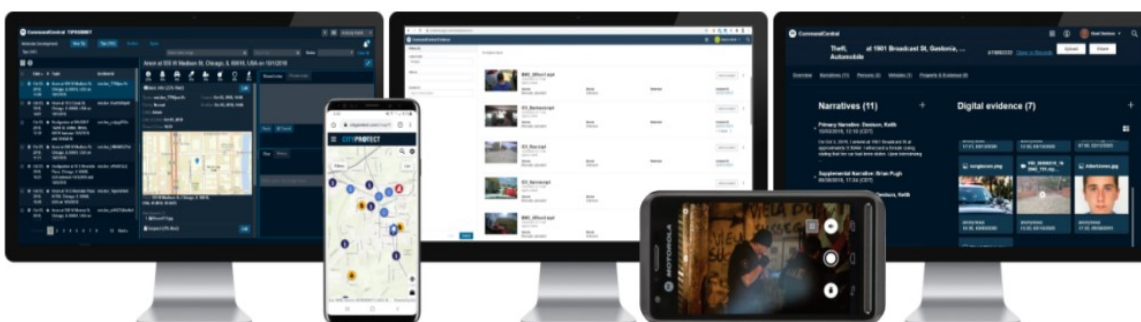
The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

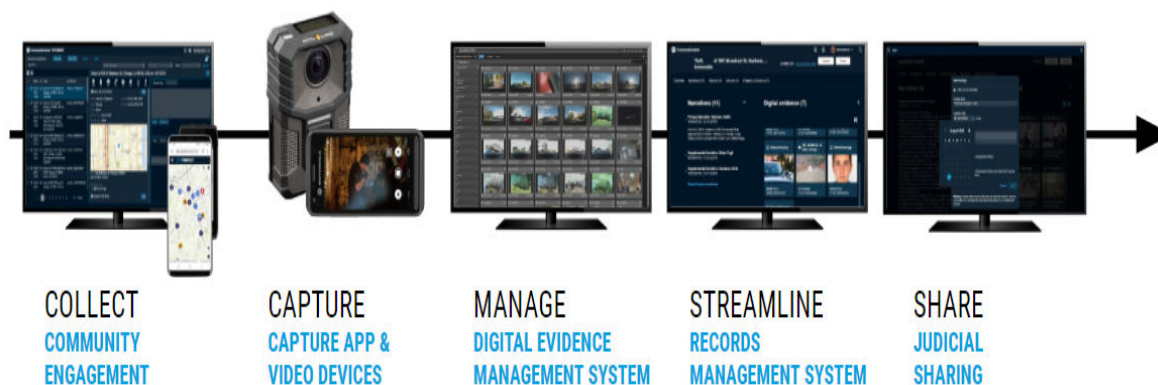
OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

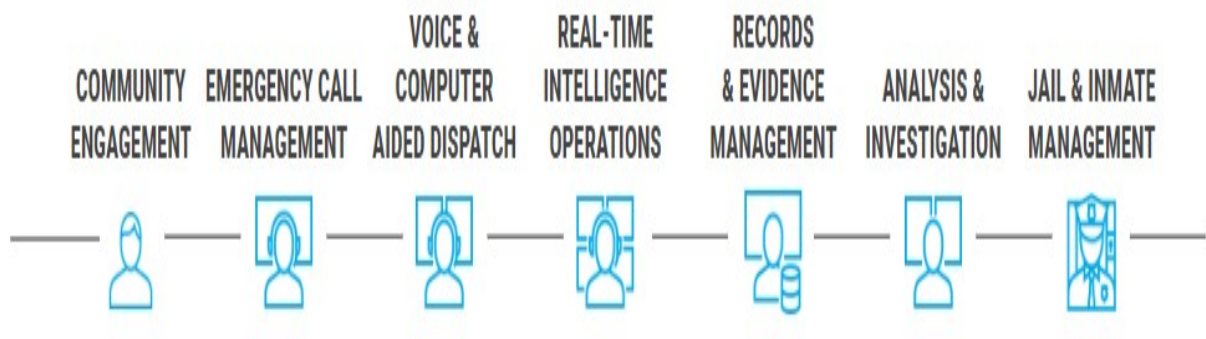


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THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

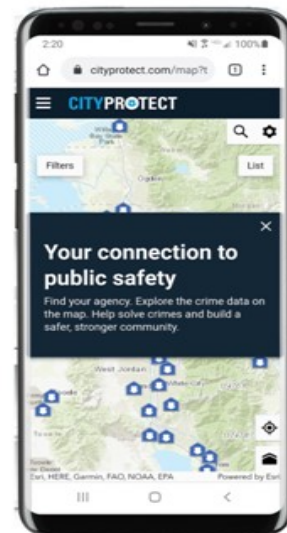


The CommandCentral End-to-End Platform

Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

OPTIONAL INTERFACE

CommandCentral Evidence includes an optional interface that uses different mechanisms (DB polling, REST, file polling) to extract required data fields. The interface maps data fields to a corresponding format accepted by CommandCentral Evidence, and sends them to the respective applications service.

Please see the pricing section for the specific interfaces included in this proposal.

INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- 2 vCPU.



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- 8GB RAM.
- 40GB Hard Drive.
- VMWare 5.5U2 1 CPU License or Hyper-V License.
- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.



COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.



Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer (hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad-hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

REMOTE SOFTWARE INSTALLATION

Client software will be installed on workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.



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- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

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

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



Motorola Solutions, Inc.

Tim Culberson

Date 10/6/2022

Re: QUOTE-1765290

Agency: WHITE SETTLEMENT POLICE DEPT, CITY OF

Total Cost: 178621.25

Contract Reference: WSPD 40-V300 1-M500 VaaS

Please be advised that the WHITE SETTLEMENT POLICE DEPT, CITY OF will purchase the goods and/or services offered in your Quote QUOTE-1765290 dated 5/22/2022 9:26 PM. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to , the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-1765290 ' and be sent to:

WHITE SETTLEMENT POLICE DEPT, CITY OF

Attn:

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

WHITE SETTLEMENT POLICE DEPT, CITY OF

Attn:

Sincerely,

Signature:

Name:

Title:

Email:

Online Terms Acknowledgement

This Online Terms Acknowledgement (this “**Acknowledgement**”) is entered into between Motorola Solutions, Inc.(“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”).

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms>, are incorporated in and form part of the Parties’ agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer’s purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of 178621.25

5. Purchase Order Requirements (Customer check one only)

- ☐ Purchase Order is issued and attached.
☐ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Customer: WHITE SETTLEMENT POLICE DEPT, CITY OF

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

**INFORMAL REPORT
TO Honorable Mayor and Council**



ADVANCED FUNDING AGREEMENT with TxDOT – NLVT PROJECT
City Council Meeting Date: October 11, 2022

ISSUE

This AFA will pick up where the preliminary planning AFA ends in the long and detailed TXDOT process of designing, engineering and meeting regulation standards for projects.

DISCUSSION

The scope of work for the Project consists of the preparation of plans, specification and estimate (PS&E) of design plans to be utilized for the construction for the off-system project of North Las Vegas Trail from approximately Quebec Drive in White Settlement to IH 820 in Fort Worth. Project limits also the cross streets of Heron Drive and Shore View Drive. The PS&E and related documents for the roadway improvements to widen from 2 lanes to 4 lanes with turn lanes to include services, but not limited to preparing roadway and culvert design, hydrologic and hydraulic design, utility engineering, utility engineering investigation, utility adjustment coordination, subsurface utility engineering, survey, pedestrian accommodations and providing design support necessary for the design process.

FINANCIAL OBLIGATION

Attachment B shows a breakdown of the project budget of \$526,900 of which the City of White Settlement will be responsible for \$504,004, this is an estimate of those costs and the local entity will be responsible for the actual costs once they are known.

This is funded in the Capital Bond Fund in this year's budget

ACTION / RECOMMENDATION

Staff recommends approval

STAFF CONTACT(S)

Larry Hoover, CPM
Director of Public Works
lhoover@wstx.us

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS AUTHORIZING THE CITY TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) FOR PRELIMINARY ENGINEERING SERVICES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT, SURFACE TRANSPORTATION BLOCK GRANT, AND LOCAL GOVERNMENT CONTRIBUTION (OFF-SYSTEM) FOR THE NORTH LAS VEGAS TRAIL PROJECT FROM IH 820 IN FORT WORTH TO APPROXIMATELY QUEBEC DRIVE IN WHITE SETTLEMENT (TxDOT CSJ# 0902-90-176).

WHEREAS, it is the intent of the City of White Settlement to protect the public health, safety and welfare; and

WHEREAS, the section of North Las Vegas Trail from IH 820 to Quebec Drive is in dire need of improvement; and

WHEREAS, an AFA with TxDOT for the preparation of plans, specification and estimate (PS&E) of design plans to be utilized for the construction for the off-system project of North Las Vegas Trail from approximately Quebec Drive in White Settlement to IH 820 in Fort Worth. Project limits also the cross streets of Heron Drive and Shore View Drive. The PS&E and related documents for the roadway improvements to widen from 2 lanes to 4 lanes with turn lanes to include services, but not limited to preparing roadway and culvert design, hydrologic and hydraulic design, utility engineering, utility engineering investigation, utility adjustment coordination, subsurface utility engineering, survey, pedestrian accommodations and providing design support necessary for the design process; and

WHEREAS, the AFA Local Government Contribution from the City of White Settlement for Preliminary Engineering Services is \$504,004.00.

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

The City of White Settlement hereby desires to enter into an Advance Funding Agreement (AFA) for Preliminary Engineering Services with the Texas Department of Transportation (TxDOT) for Congestion Mitigation and Air Quality Improvement, Surface Transportation Block Grant, and Local Government Contribution (off-system) for the North Las Vegas Trail Project

from IH 820 in Fort Worth to approximately Quebec Drive in White Settlement (TxDOT CSJ# 0902-90-176).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT THIS 11TH DAY OF OCTOBER 2022.

APPROVED:

Ronald A. White, Mayor

ATTEST:

Amy Arnold, City Secretary

TxDOT:				Federal Highway Administration:	
CSJ #	0902-90-176			CFDA No.	20.205
District #	02-FTW	AFA ID	Z00003956	CFDA Title	Highway Planning and Construction
Code Chart 64 #	45900				
Project Name	CS; Las Vegas Trl fr Quebec Dr to IH 820			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT AND
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM PROJECT, WITH
LOCAL CONTRIBUTION
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of White Settlement**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **construct new roadway lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a

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commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the preparation of plans, specification and estimate (PS&E) of design plans to be utilized for the construction for the off-system project of North Las Vegas Trail from approximately Quebec Drive in White Settlement to IH 820 in Fort Worth. Project limits also the cross streets of Heron Drive and Shore View Drive. The PS&E and related documents for the roadway improvements to widen from 2 lanes to 4 lanes with turn lanes to include services, but not limited to preparing roadway and culvert design, hydrologic and hydraulic design, utility engineering, utility engineering investigation, utility adjustment coordination, subsurface utility engineering, survey, pedestrian accommodations and providing design support necessary for the design process.

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4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater

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- than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are

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- incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

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6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent

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with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.

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- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of White Settlement ATTN: City Manager 214 Meadow Park Drive White Settlement, TX 76108-2424	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above

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address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the

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Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

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expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

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- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 3. Report the total compensation and names of its top five executives to the State if:

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- i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Jeff James

Typed or Printed Name

City Manager

Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT

Las Vegas Trail Project Location Map
From Quebec Drive to IH 820 for approximately 0.4 Miles
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Tarrant County, Texas



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ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
PSE, Engineering (by Local Government)	\$480,000	0%	\$0	0%	\$0	100%	\$480,000
Subtotal	\$480,000		\$0		\$0		\$480,000
Environmental Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs	\$24,000	0%	\$0	0%	\$0	100%	\$24,000
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Indirect State Costs	\$22,896	0%	\$0	100%	\$22,896	0%	\$0
TOTAL	\$526,900		\$0		\$22,896		\$504,004

Initial payment by the Local Government to the State: \$504,004.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$504,004.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

Office of Local Defense Community Cooperation

Department of Defense

Notice Of Award

1.FEDERAL AWARDING AGENCY

U.S. DEPARTMENT OF DEFENSE
OFFICE OF LOCAL DEFENSE COMMUNITY COOPERATION
2231 CRYSTAL DRIVE, SUITE 520
ARLINGTON, VA 22202

2.INSTRUMENT TYPE:

Grant Agreement

3.AWARD TYPE

Construction

4.TYPE OF ACTION:

New Award

5.FEDERAL AWARD DATE:

2022-09-21

6.AWARDED TO:

City of White Settlement
214 Meadow Park Drive
White Settlement TX
76108-2424

7.PRINCIPAL INVESTIGATOR

Brian Darby
Engineer
2201 Dottie Lynn Parkway
Briandarby@deotte-eng.com

8.UNIQUE ENTITY IDENTIFIER:

Q2RKDRET2X43

9.OLDCC AWARD NUMBER:

CIP2007-22-01

10.FEDERAL AWARD IDENTIFICATION NUMBER:

HQ00052210048

11.PROGRAM TYPE:

Community Infrastructure Program

12.AMENDMENT NUMBER:

13.REGULATORY AUTHORITY:

2 CFR 200

14.PERIOD OF PERFORMANCE:

09/01/2022 - 09/30/2024

15.STATUTORY AUTHORITY:

10 U.S.C. 2391(d) and Consolidated Appropriations Act for Fiscal Year
2022 (PL 117-103)

16.CFDA NUMBER AND TITLE:

12.600 Community Investment

17.TITLE AND DESCRIPTION:

18.BUDGET SUMMARY

	FEDERAL	NON-FEDERAL	TOTAL APPROVED BUDGET
PREVIOUSLY OBLIGATED	\$0	\$0	\$0
OBLIGATED BY THIS ACTION	\$1,266,555	\$542,810	\$1,809,365
INDIRECT COST RATE IS: 0	\$0	\$0	\$0
TOTAL OBLIGATED ON AWARD	\$1,266,555	\$542,810	\$1,809,365
GRANT TOTAL	\$1,266,555	\$542,810	\$1,809,365

19.FEDERAL AGENCY POINTS-OF-CONTACT

GRANTS MANAGEMENT SPECIALIST:

Walda Jacobs
 walda.j.jacobs.civ@mail.mil
 (703) 697-2089

PROJECT MANAGER:

Jessie Moore
 jessie.e.moore23.civ@mail.mil
 (703) 697-2130

20. TERMS AND CONDITIONS

The following terms and conditions are incorporated herein by reference with the same force and effect as if they were given in full text. Upon request the Federal awarding agency will make the full text available, or they can be found as described below.

The following documents may be found at:

<https://oea.gov/grant-management-administration>.

National Policy Requirements

General OLDCC Terms and Conditions

Program-Specific Terms and Conditions

Special Conditions

1. This grant period is from September 1, 2022, through September 30, 2024. Eligible costs incurred between September 1, 2022, and the date of this agreement are allowable and reimbursable.

2. Prior to the start of construction and any ground disturbing activity, the Grantee shall provide the Grantor with environmental analysis sufficient to sustain and document the Grantor's requirements under the National Environmental Policy Act, to include all applicable avoidance and mitigation measures when required. Consequently, the Grantee shall not proceed with construction or undertake any other ground-disturbing project activities prior to receiving written notice from the Grantor that the requirements of the National Environmental Policy Act and other Federal environmental requirements have been met. This restriction does not apply to project design, development of environmental information, administrative activities, securing permits, or other activities that present no risk of irreparable injury to the environment.

3. Grantee shall provide evidence of a performance or surety bond sufficient for the completion of the project prior to the disbursement of funds for construction activity under this award.

4. Prior to the start of construction, the Grantee shall provide to the Grantor evidence of adequate access and site control to permit necessary construction, renovation, repair, expansion, demolition and/or swing space activities as well as operation and maintenance of the completed facility. No disbursement of funds until Grantee provides site control documentation.

5. In the event the final project cost exceeds the approved budget for this award, the Grantee is responsible to provide any additional funding needed to complete the project.

6. Grantee shall ensure requests for disbursements under this award are in proportion to the Federal and non-Federal portions of the total approved project costs. For example, for every \$1 in eligible costs on a project with a 50% Federal contribution, requests for disbursements should ensure Federal funds do not exceed 50% of the expenditures for the project at any point over the term of the award.

7. Project Development Schedule:

Construction Start: July 1, 2023

Construction End: July 31, 2024

Failure to meet this Project Development Schedule is considered a violation of the Grant Agreement and may result in action by the Grantor to suspend and/or terminate the grant. The Project Development Schedule may only be revised through prior approval by the Grantor.

21.AWARD PERFORMANCE GOALS

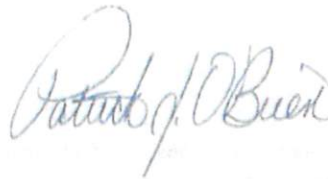
REPORTING TYPE	FREQUENCY	DUE DATE
Performance Report	Quarterly	2022-12-31
Performance Report	Quarterly	2023-03-31
Performance Report	Quarterly	2023-06-30
Performance Report	Quarterly	2023-09-30
Federal Financial Report	Quarterly	2023-09-30
Performance Report	Quarterly	2023-12-31
Performance Report	Quarterly	2024-03-31
Performance Report	Quarterly	2024-06-30
Performance Report	Quarterly	2024-09-30
Federal Financial Report	Quarterly	2024-09-30
Federal Financial Report	Quarterly	2025-01-31
Final Performance Report	Quarterly	2025-01-31

22.AFFIRMATION OF AWARD

By signing this agreement, the Authorized Representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements of this award.

FOR THE RECIPIENT

FOR THE UNITED STATES OF AMERICA

Name

Date Signed

Patrick O'Brien

Date Signed

Title *City Manager*

9/23/2022

Award Official

2022-09-21

**INFORMAL REPORT
TO Honorable Mayor and Council**



PUBLIC HEARING – COMMUNITY FACILITIES AGREEMENT

City Council Meeting Date: October 11, 2022

ISSUE

An applicant has submitted proper paperwork requesting to enter into a Community Facilities Agreement (CFA) with the City for the construction of an 8-inch sanitary sewer main at 8033 Wyatt Drive, White Settlement, Texas.

DISCUSSION

The vacant property addressed as 8033 Wyatt Drive, White Settlement, Texas does not have access to city sewer. The CFA authorizes an extension and construction of 115 feet of 8-inch PVC sewer line from city services to the property. The owner intends to build a residential home on the property. The lot must have access to city sewer in order to meet city requirements prior to building a home.

POLICY ISSUES

The proposed CFA will bring the property to code for the construction of a residential home. Opposition to the request has not been received.

IMPACT ON CITY RESOURCES

There is no impact on City resources

ACTION / RECOMMENDATION

The City of White Settlement Planning and Development Department recommend approval.

ADDITIONAL INFORMATION

Attached:	CFA Application and proposed agreement
City Engineer Review & Approval	Yes
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Robert Nunley
Building Official
817-246-4971 Ext. 079
rnunley@wstx.us



COMMUNITY FACILITIES APPLICATION

City of White Settlement • Planning and Development
214 Meadow Park Drive White Settlement, TX 76108
817-246-4971 ext. 227 permits@wstx.us

DEVELOPER INFORMATION:

Developer: Newport Construction LLC
Developer's officer / agent: Jaime Ledezma
Address: 1417 Heidi Ct. Fort Worth, TX. 76108
Business Phone: (510) 258-2829 Other Phone _____ email: jaimeledezma95@yahoo.com

PROJECT INFORMATION:

Project Name: 8033 Wyatt Project Manager (if different from Developer): _____
Project address or location: 8033 Wyatt Dr. White Settlement TX. 76108
Legal Description: Meadow Park Addition, Wht. Settlement Block 27 Lot 1R2
Description of improvements to be made: Construction of 8-in sanitary sewer main for providing adequate service to the proposed lot.

PROJECT EXHIBITS:

Include the following exhibits with application. Application, exhibits and any other supporting documents may be submitted electronically via email to permits@wstx.us.

- ☒ Three (3) sets of plans and specifications prepared by registered and licensed civil engineer
- ☒ Three (3) copies of each contract entered into by developer for installation of facilities
- ☒ Vicinity Map

The following plans have been reviewed by a registered and licensed engineer employed by applicant:

Utilities	☒ yes ☐ no	If no, explain _____
Storm drainage	☐ yes ☒ no	If no, explain <u>n/a</u>
Street Improvement	☐ yes ☒ no	If no, explain <u>n/a</u>

COST ESTIMATES:

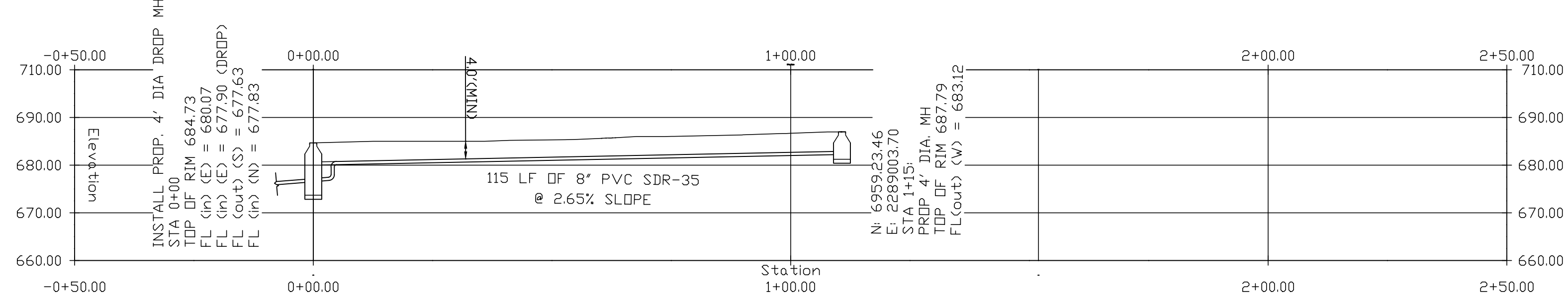
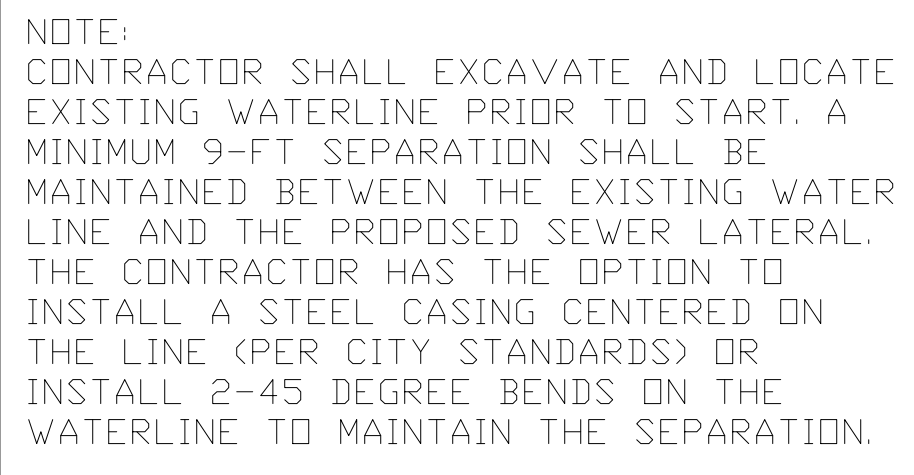
Water facilities	\$ <u>0</u>
Sanitary sewage	\$ <u>28,000</u>
Storm drainage	\$ <u>0</u>
Street Improvement	\$ <u>6,000</u>

Summary of applicable fees:

Type	Estimated Construction Cost	Inspection Fee	%
1. Water	\$ <u>0</u>	\$ _____	
2. Sewer	\$ <u>28,000</u>	\$ <u>1,120</u>	
3. Storm Drain	\$ <u>0</u>	\$ _____	
4. Streets	\$ <u>6,000</u>	\$ <u>240</u>	

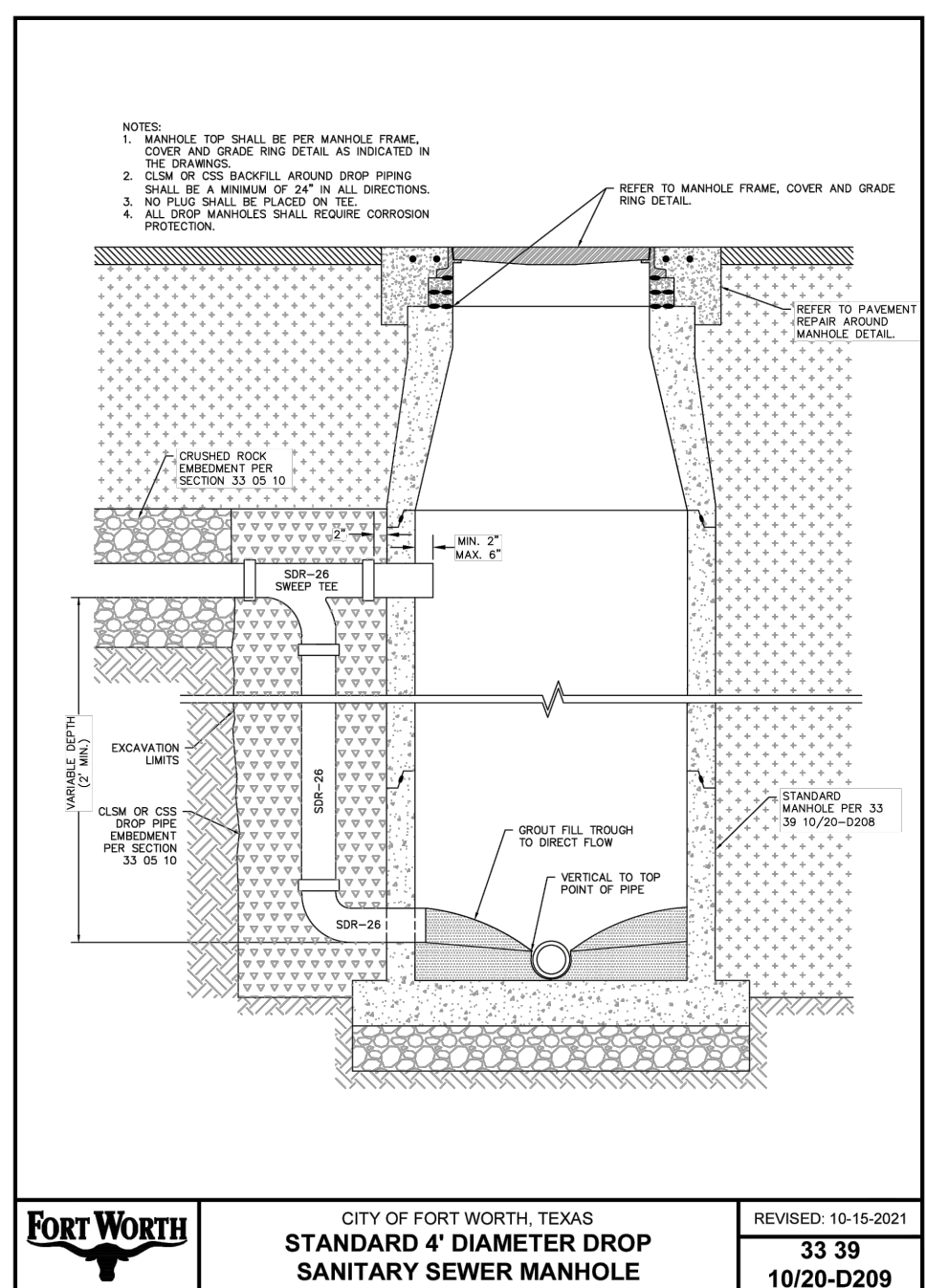
Signature: [Signature] Date: 9-16-22
Printed Name: Jaime Ledezma Title: Developer

City Use Only: Received on _____ Reviewed & Filed by _____



1. THE CONTRACTOR SHALL COMPLY WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS. ALL TRENCHES OVER FIVE FEET (5') IN DEPTH IN EITHER HARD AND STABLE OR SOFT AND UNSTABLE SOIL SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. FURTHERMORE, ALL TRENCHES LESS THAN FIVE FEET (5') IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR ANY PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE CITY OF WHITE SETTLEMENT.

2. IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES FOUR FEET (4') OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRED NO MORE THAN TWENTY-FIVE FEET (25') OF LATERAL TRAVEL.



SANITARY SEWER SERVICE



1. ALL WORK SHALL BE PER CITY CURRENT STANDARDS
2. SEE SHEET 4.0 FOR TRAFFIC CONTROL PLAN.
3. SEE SHEET C3.0 FOR EROSION CONTROL PLAN. CONTRACTOR SHALL INSTALL ALL BMP'S PRIOR TO STARTING WORK.



104 DOVEHILL CIRCLE
RED OAK, TEXAS 75154
972.310.8549
www.pgaengineers.net
TX FIRM NO. F-11818

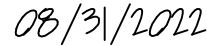
**PROPOSED
WASTEWATER MAIN
EXTENSION**

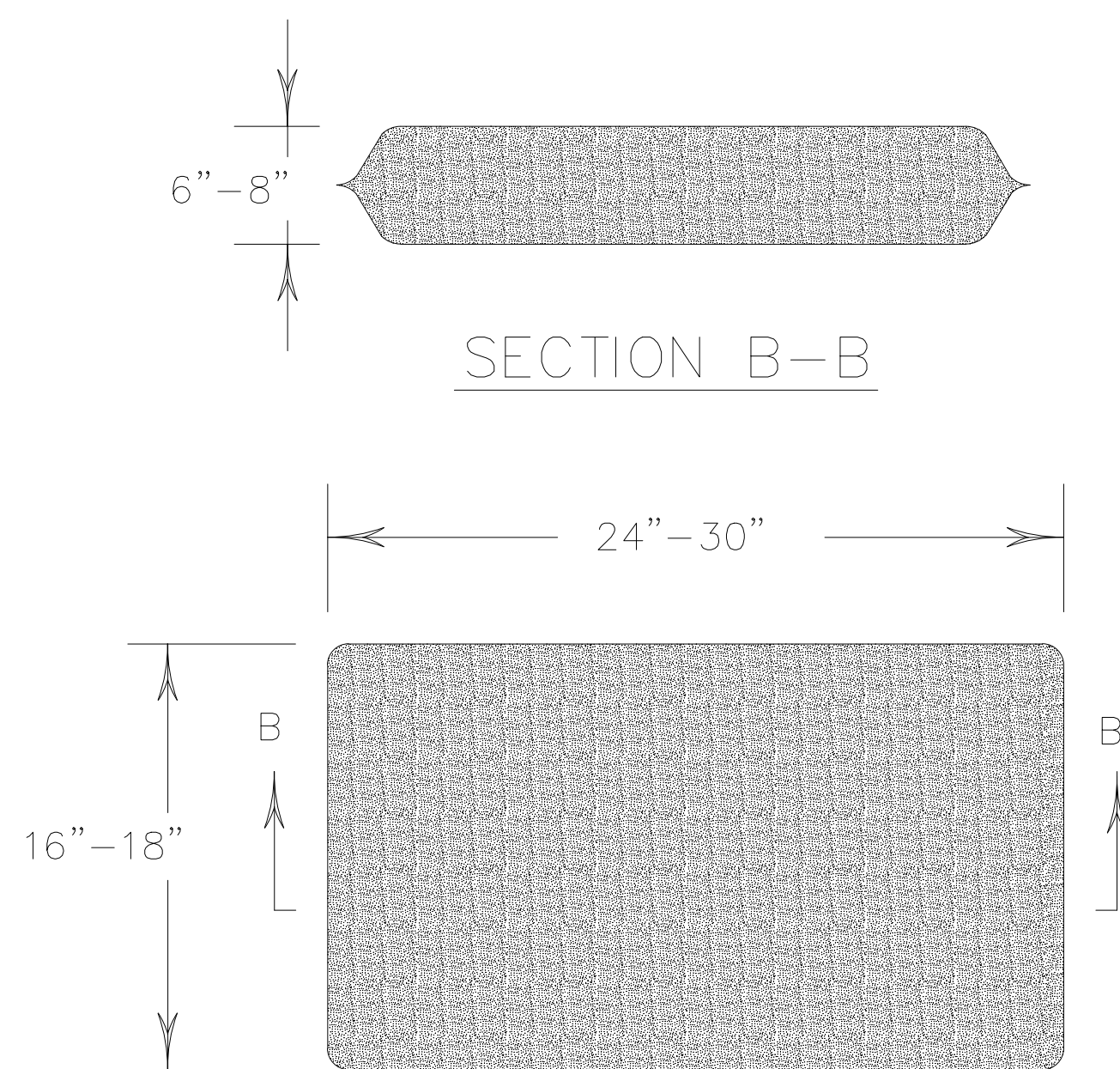
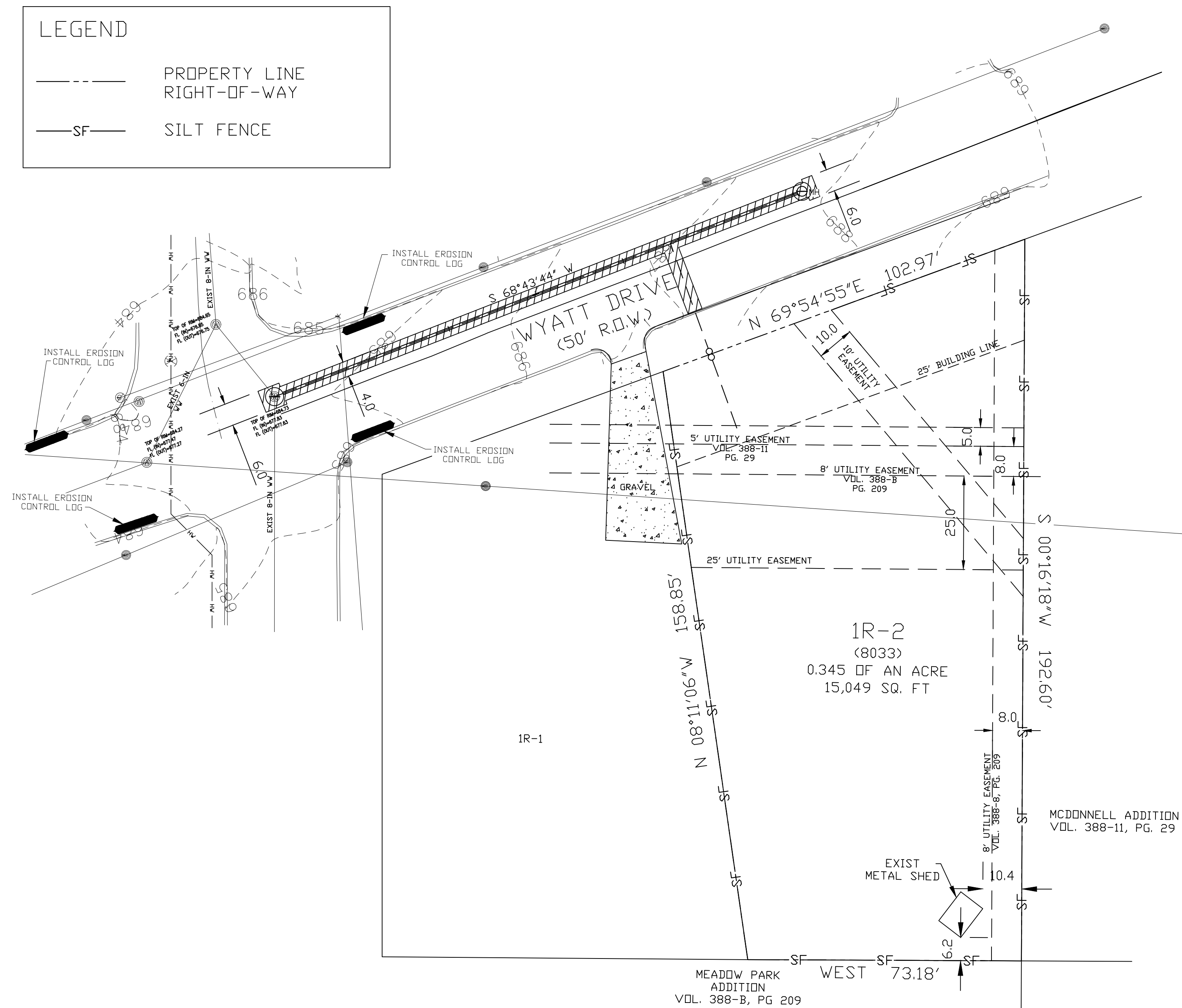
8033 WYATT DRIVE, WHITE
SETTLEMENT, TX 76108

SCALE
1" = 20'

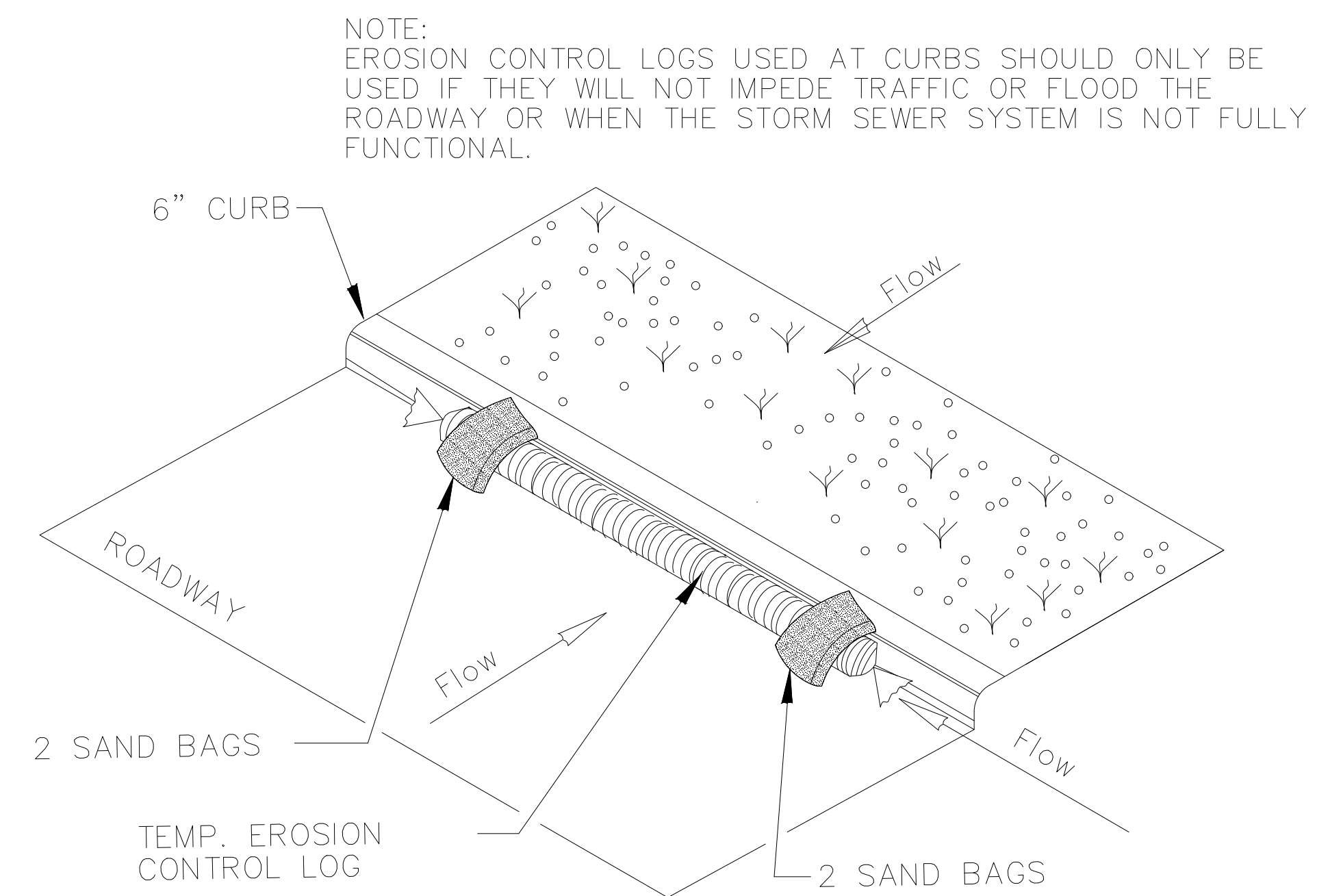
PLAN & PROFILE

C2.0





SANDBAG DETAIL



EROSION CONTROL LOG AT CURB

[illegible]

PG
Est. 2009

PAREDES & GARCIA, LLC

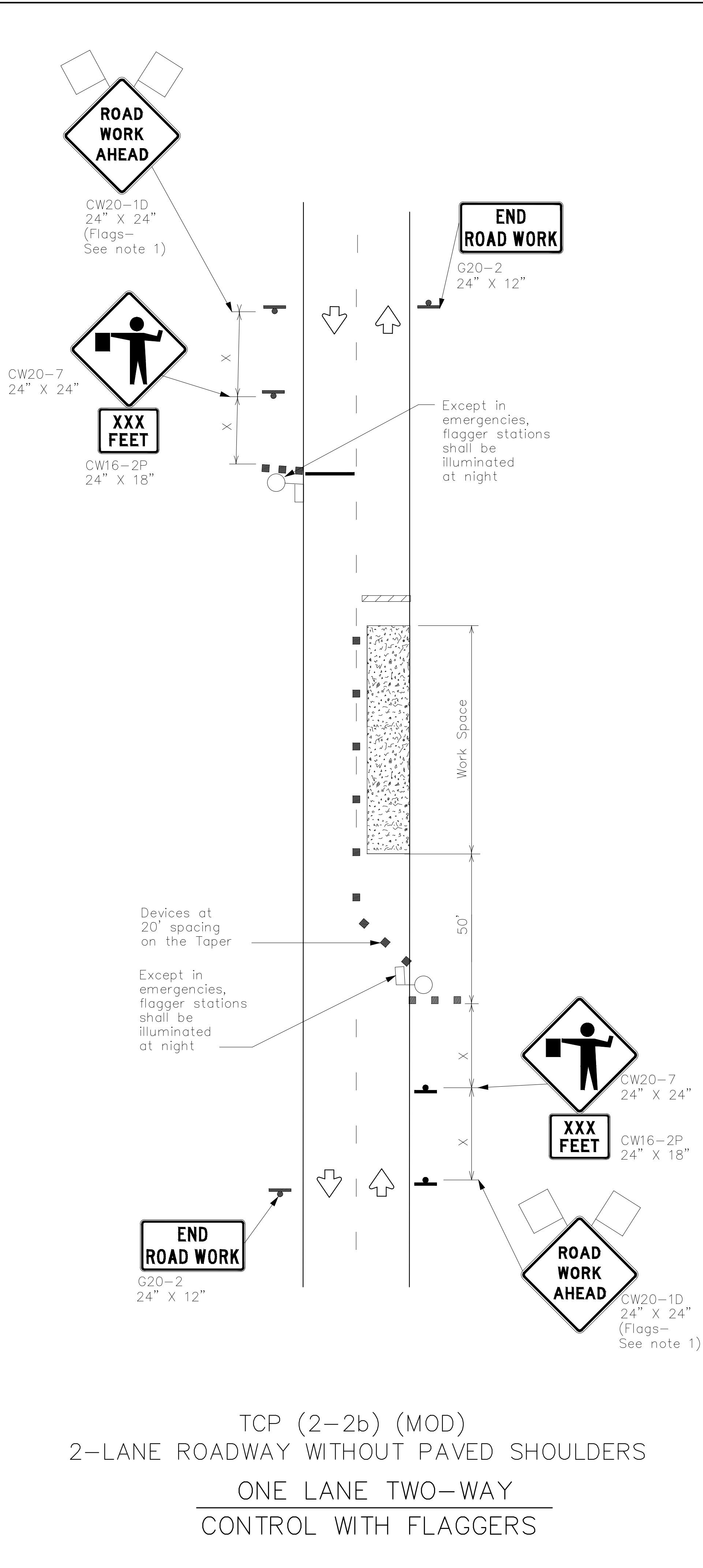
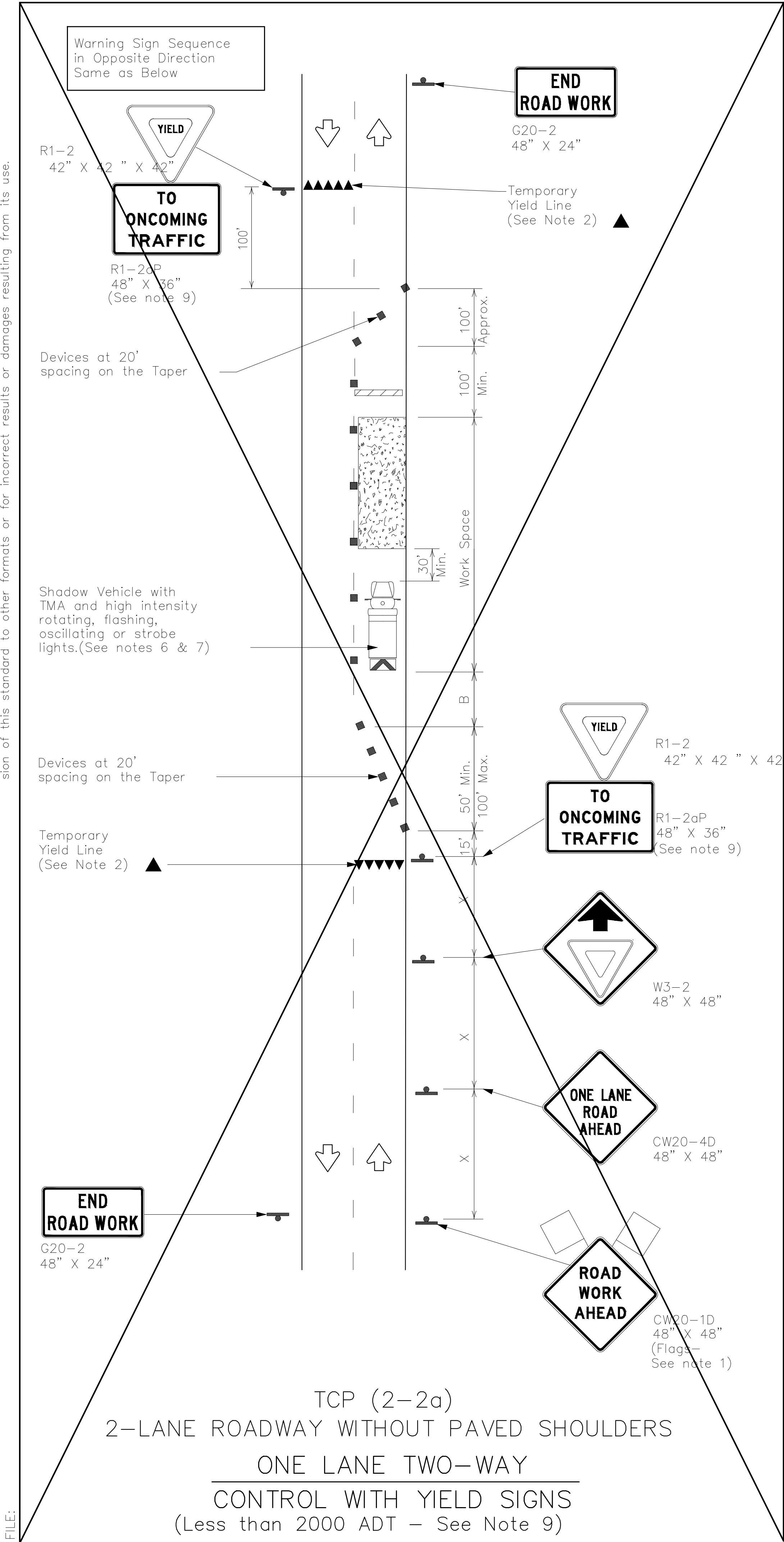
104 DOVEHILL CIRCLE
RED OAK, TEXAS 75154
972.310.8549
www.pgaengineers.net
TX FIRM NO. F-11818

**PROPOSED
WASTEWATER MAIN
EXTENSION**

SCALE	1" = 20'
SHEET TITLE	EROSION CONTROL
SHEET NUMBER	C3.0

Professional Engineer Seal for Gina R. Garcia, State of Texas, License No. 93746. The seal is circular with a five-pointed star in the center. The text "STATE OF TEXAS" is at the top, "GINA R. GARCIA" is below the star, "93746" is below the name, and "LICENSED PROFESSIONAL ENGINEER" is at the bottom. The seal is signed with a blue ink signature and dated "08/31/2022".

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



LEGEND									
	Type 3 Barricade		Channelizing Devices						
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)						
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)						
	Sign		Traffic Flow						
	Flag		Flagger						

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
- Flaggers should use two-way radios or other methods of communication to control traffic.
- Length of work space should be based on the ability of flaggers to communicate.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

~~TCP (2-2a)~~

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.

9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.

11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).

12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

STATE OF TEXAS
GINA R. GARCIA
93746
LICENSED PROFESSIONAL ENGINEER
08/31/2022

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(2-2)-12 (MOD)

© TxDOT December 1985	DN: TxDOT	CK: TxDOT	DW: GG	CK: GG
REVISIONS	JOB			SHEET NO.
8-95 2-12	BBBAD ADDITION			4.0
1-97	LOT 3, BLOCK 1			
4-98	212 PIERCE STREET			
3-03				
162				

COMMUNITY FACILITIES AGREEMENT

Agreement No. _____

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, Newport Constr. of Tarrant County, Texas, hereinafter called "Developer", desires to make certain improvements to property legally described as Meadow Park Addition Block 27 Lot 122 City of White Settlement, Tarrant County, Texas, for installation 8" sanitary sewer main & related appurtenances; and

WHEREAS, the said "Developer" has requested the City of White Settlement, a Municipal Corporation of Tarrant County, Texas, hereinafter called "City", to do certain work in connection with said improvements;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, Newport Constr., and the City of White Settlement, acting herein by and through its duly authorized City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows, to-wit:

General Requirements of the Developer:

- a. To utilize specifications and standards for construction of utilities as set forth in the current standard specifications for public works construction of the City of White Settlement and/or as prescribed by the City's Engineer.
- b. To employ an engineer who is registered and licensed to perform Civil Engineering in the State of Texas to develop plans for all utilities and other improvements covered by the Community Facilities Agreement.
- c. To employ a construction contractor who is licensed and bonded to do work in public streets and is approved by the City Engineer.
- d. To provide three (3) sets of engineering plans for the utilities and other improvements to be installed for review and approval by the City Engineer.
- e. To provide, at the time of execution of this agreement, three (3) copies of each contract entered into by the developer for the installation of public works facilities as noted in this agreement.
- f. To require the contractor to furnish to the developer Performance and Payment Bonds in the name of the developer for one hundred percent (100%) of the contract price of the facilities. Copies of said bonds to be furnished to the City Engineer before work is commenced.
- g. To maintain the original facilities installed by the developer for a period of two (2) years from the date of final acceptance of the CFA by the City Council.
- h. To require the contractor to furnish to the City, prior to making the final payment, a Maintenance Bond in the amount of not less than one hundred percent (100 %) of the final contract price, for a period of two (2) years from the date of final acceptance of the project by the City Council.

- i. To delay construction of any building until water, sewer, storm drainage, and street construction have been completed and accepted by the City Council.
- j. To give twenty-four (24) hour notice to the City Engineer and Building Official of intent to commence construction of the facility so that inspection personnel will be available; and to require the contractor to allow the construction to be subject to inspection at any and all times by City inspection personnel, and not to install any facility unless an authorized City Inspector is present and gives consent to proceed; and to make such laboratory tests of materials being used as may be required by the City by an approved laboratory at the developer's expense.
- k. To complete the facilities covered by this agreement within ninety (90) calendar days after having been instructed to do so in writing by the City Engineer. It being understood that the developer will initiate all construction to conform with his own schedule, except, for those improvements which the City Engineer deems necessary for the proper and orderly development of the area. In the event, a developer fails to carry out such instructions within the ninety (90) day period, the developer gives the City the right to award a contract, if elected by the City, for the construction of facilities in question, and agrees to pay to the City, prior to the award of the contract, the amount of the best bid as determined by the City.
- l. The Developer agrees that the life of this contract shall be six months (6) or as otherwise agreed in writing. It is understood that any obligation on the part of the City to make any refunds hereunder shall cease upon the expiration of five (5) years from the date of execution of this contract. No refunds due the developer on any facility constructed under this agreement shall be made until all provisions of the agreement are fulfilled.
- m. The Developer agrees that this contract, any part hereof, or any interest herein shall not be assigned by developer without written consent of the City Manager.
- n. The Developer agrees to relinquish all title and ownership of the facilities covered in this agreement once those improvements are accepted by the City Council.
- o. The Developer covenants and agrees to and by these presents does hereby fully indemnify and hold harmless the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for, or on account of any injuries or damages sustained by any person or to any property, resulting from the construction, performance or to be performed by said developer, its contractors, agents or employees or in consequences of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said developer, its contractors, subcontractors, agents, or employees.

Water and/or Sanitary Sewage Facilities:

- a. The Developer agrees to have installed all water and sewer facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "A".
- b. The Developer agrees that the cost of the water facilities to serve the development herein concerned is estimated to be \$ n/a.
- c. The Developer agrees that the cost of the sanitary sewage facilities to serve the development herein concerned is estimated to be \$ 28,000.

Storm Drainage:

- a. The Developer agrees to have installed all storm drainage facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "B".
- b. The Developer agrees that the cost of storm drainage facilities to serve the development herein concerned is estimated to be \$ n/a.

Street Improvements:

- a. The Developer agrees to have installed all street facilities as noted in the final approved plans for facility construction, and as reflected on the attached Exhibit "C".
- b. The Developer agrees that the cost of the streets to serve the development herein concerned is estimated to be \$ 6,000.

Fees :

- a. The Developer agrees to the following fees:

Type:	Estimated Construction Cost:	Inspection Fee:
Water	\$ <u>0</u>	\$ <u>0</u>
Sewer	\$ <u>28,000</u>	\$ <u>1,120</u>
Storm Drain	\$ <u>0</u>	\$ <u>0</u>
Streets	\$ <u>6,000</u>	\$ <u>240</u>
Total Fees due:	\$ <u>1,360</u>	

This instrument was presented to and approved by the City Council of the City of White Settlement, Texas, at an open meeting held in accordance with the Open Meetings Act on the ____ day of _____, 20____.

IN TESTIMONY WHEREOF the City of White Settlement has caused this instrument to be executed in triplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said developer has executed this instrument in triplicate, this the ____ day of _____, 20____.

For the Developer:

By: _____

Name: Jaime Ledezma

Title: Developer

For the City:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____



CONTRACTOR REGISTRATION FORM

City of White Settlement • Permit Department
214 Meadow Park Drive White Settlement, TX 76108
817-246-4971 ext. 227 permits@wstx.us

In order to register to do work in the City of White Settlement, the following information must be provided:

1. Completed Contractor Registration Form
2. Proof of Insurance listing City of White Settlement as the certificate holder
3. Copy of State issued MASTER license, where applicable
4. Copy of State issued photo ID
5. \$100 annual registration fee (plumbers and electricians exempt)

Applicant must sign and attach a copy of their current Texas Driver's License **AND**, if registration is for a licensed trade, a copy of the Texas State License. The **MASTER** license is required for Plumbing and Electrical registration. Proof of Liability Insurance not less than 100,000 is required for Plumbing, Mechanical, and Building contractors. [City Code Ch103 §103-84(a), §103-224(b), §103-250, §103-251 (b)(4), §103-170(a), 103-198 (a, b)]

SELECT REGISTRATION TYPE

- ☒ General Contractor * ☐ Mechanical Heat and Air Conditioning
☐ Electrical / Sign Electrician or Master Electrician only**
☐ Plumbing / Master Plumber Only** ☐ Utility Contractor / Subcontractor

**Includes but not limited to Building Contractor, Fire Protection System Contractor, Paving Contractor, Demolition Contractor, Remodeling Contractor, Sign Contractor, Sprinkler System Contractor, Swimming Pool Contractor. ** [City Code Ch103 §103.250]*

Business Name: Newport Construction
Business Address: 1417 Heidi Ct. Fort Worth, TX. 76108
(Street) (City) (State) (Zip)

License Holder / Officer / Owner Name: Jaime Ledezma

Business Phone: _____ Cell Phone: (502) 258-2829 Email: jaimeledezma95@yahoo.com

State License #: _____ State License Expiration Date: ____/____/____

Personnel authorized to obtain a permit under this company name:

(use company letterhead for additional names)

1) _____, 2) _____, 3) _____

The information submitted for this registration is true and accurate to the best of my knowledge. I understand that permits are required to be issued prior to commencement of any and all construction work, and that periodic inspections must be requested by myself or my staff, to be performed by the Building Inspector. The city reserves the right to hold or deny permits to contractors who fail to complete and obtain finals for each permit issued under their registration. Further the city may fine or suspend the registration of any contractor who fails to comply with applicable city, state, or federal codes and regulations. If citations are issued for violations, the city is obligated to contact any applicable licensing board.

Signature: [Signature] Date: 9-16-22
Printed Name: Jaime Ledezma Title: Owner

City Use Only: Received on _____ Reviewed & Filed by _____

INFORMAL REPORT TO MAYOR AND COUNCIL



Office of the Governor – Grant – 12 Ballistic Shields for Police

City Council Meeting Date: October 11, 2022

ISSUE

The City of White Settlement Police Department is applying for twelve rifle-resistant ballistic shields through a grant with the Office of the Governor – Texas. The total amount being requested is \$59,502.36. There is no cash match requirement.

DISCUSSION

Rifle-resistant ballistic shields will provide greater protection for officers and community members during active threat incidents where rifles are utilized by a suspect. These shields would be deployed during hostage incidents, active shooters, and other incidents where rifle ammunition is used. Soft body armor worn by officers do not offer protection for certain rifle rounds.

ACTION

The City of White Settlement Police Department is requesting support and approval of this grant application, if awarded.

ADDITIONAL INFORMATION

Attached:

Grant Paperwork

Under separate cover:

None

Available in the City Secretary's Office:

None

STAFF CONTACT(S)

Christopher Cook

Jeff James

Director of Public Safety

City Manager

817-246-7070 x 103

817-246-4971

ccook@WSPD.US

jjames@WSTX.US

RESOLUTION NO. 2022-10-019-004

A RESOLUTION OF THE CITY OF WHITE SETTLEMENT, TARRANT COUNTY, TEXAS, AUTHORIZING AND APPROVING THE WHITE SETTLEMENT POLICE DEPARTMENT APPLICATION FOR BULLET-RESISTANT SHIELD GRANT PROGRAM NUMBER 4610601 THROUGH THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE CRIMINAL JUSTICE DIVISION OF TEXAS.

WHEREAS, the City Council of the City of White Settlement finds it in the best interest of the citizens of White Settlement, Texas, that the Bullet Resistant Shield be operated for the FY22-23; and

WHEREAS, the City Council of the City of White Settlement agrees to provide applicable matching funds for the said project but is not required by the Office of the Governor; and

WHEREAS, the City Council of the City of White Settlement agrees that in the event of loss or misuse of the Office of the Governor funds, the City of White Settlement assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council of the City of White Settlement designates its City Manager as the grantee's Authorized Official. The Authorized Official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

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

The City of White Settlement City Council approves submission of the grant application for the Bullet- Resistant Shield Grant Program, FY2023,through the office of the Governor, Public Safety Office Criminal Justice Division.

PASSED AND APPROVED this 11TH day of October, 2022.

APPROVED:

ATTEST:

Ronald A. White, Mayor

Amy Arnold, TRMC, CMC
City Secretary

**INFORMAL REPORT
TO Honorable Mayor and Council**



Deliberation Agenda – National Fitness Campaign Grant

City Council Meeting Date: October 11, 2022

ISSUE

The City has been selected as a partner in the 2022 Blue Cross Blue Shield Texas Campaign to receive Nation Fitness Campaign (NFC) grant funds in the amount of \$50,000.00 for an outdoor fitness court at Veterans Park. Acceptance of grant funds requires City Council approval.

DISCUSSION

Adoption of a resolution committing to the project by accepting the \$50,000.00 in grant funds from NFC and allocating the city's local match portion is required to move forward. The total project cost is budgeted at \$155,000.00, approved in the FY 22/23 budget, to include concrete work, equipment and installation. Installation is to be completed by January 2023 pending inclement weather. Grant program requirements include strict deadlines for documentation submission.

POLICY ISSUES

None. The installation of a fitness court conforms with the adopted 2040 Comprehensive Plan.

IMPACT ON CITY RESOURCES

The City will be responsible for routine maintenance and upkeep.

ACTION / RECOMMENDATION

The City of White Settlement Community Services Department would recommend approval. This item is included in the current FY 2022/2023 approved budget for \$155,000.00.

ADDITIONAL INFORMATION

Attached:	Resolution, acceptance letter, submission app, sole source appendix, location map, equipment photo illustrations
Public Notice:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Richard Tharp, Community Services Director
817-246-4971 ext. 094
rtharp@wstx.us

RESOLUTION NO. 2022-10-020-005

**A RESOLUTION OF THE CITY OF WHITE SETTLEMENT ADOPTING
AND ALLOCATING FUNDS FOR AN OUTDOOR FITNESS COURT AS
PART OF THE 2022 NATIONAL FITNESS CAMPAIGN.**

WHEREAS, the City of White Settlement has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2022 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country, and;

WHEREAS, the City of White Settlement will accept a \$50,000.00 National Grant from our NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$117,350.00 to promote and implement a free-to-the-public outdoor Fitness Court®, and;

WHEREAS, the City of White Settlement will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the outdoor Fitness Court®, and;

WHEREAS, the City of White Settlement will commit to construction and launch of the outdoor Fitness Court® by the end of the 2022 calendar year, and;

WHEREAS, the City of White Settlement City Council believes the outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2022 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.

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

SECTION 1.

The City of White Settlement City Council will collaborate with NFC to implement the outdoor Fitness Court® and make fitness free to community residents and visitors.

SECTION 2.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 11TH day of October, 2022.

APPROVED:

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary



Congratulations!

White Settlement, TX has been selected as a 2022 Blue Cross Blue Shield Texas Campaign Grant Recipient!

Dear Rich,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that White Settlement, TX has been selected as a grant eligible partner in the 2022 Blue Cross Blue Shield Texas Campaign! This notification letter confirms eligibility for one (1) 2022 NFC Grant of \$50,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$50,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Jack Linehan – as your dedicated partner and champion in support of this partnership. Over the coming months, Jack will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2022 Blue Cross Blue Shield Texas Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2022 Blue Cross Blue Shield Texas Campaign, and we look forward to making world-class fitness free in White Settlement, TX!

Best in Fitness,

Mitch Menaged, Founder



White Settlement, TX - National Fitness Campaign 2022 Funding Cycle Grant Program Requirements (G.P.R.)

MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
- **Requirement A:** Countersigned Grant Program Requirements Document
- **Deadline:** 9/14/2022
- **Requirement B:** Resolution of Adoption or Letter of Support
- **Deadline:** 10/12/2022

*Purchase Order Will Satisfy Adoption Requirement if Submitted Within 60 Days of Grant Award

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)*
- *Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** 10/12/2022

MILESTONE 3: SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** 10/12/2022 to 10/31/2022

MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline:** November 2022 - pending weather

MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team EIS recommended, (EIS scope includes art install)
- **Requirement:** Confirm EIS or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** December 2022 - pending weather

MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** January 2023 - pending weather

Trent Matthias, Director
National Fitness Campaign

Rich Tharp, Community Services Director
White Settlement, TX

It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.

NATIONAL FITNESS CAMPAIGN 2022 TEXAS GRANT APPLICATION

Please enter the unique ID provided to you by your Partnership Development Manager

0062E00001S5IT7QAN

I. GENERAL INFORMATION

Legal Name of Organization	City of White Settlement
Application Type	Park District
Website URL:	www.wstx.us
Applicant Name	Maureen Barrett
Agency Address	214 Meadow Park Drive White Settlement, TX 76108
Office Phone	(817) 246-5012
Cell Phone	(817) 470-2525
Email	kwsb@wstx.us

II. Agency Eligibility Details:

Why should National Fitness Campaign and Blue Cross Blue Shield of Texas select your municipality, school or organization for funding in the 2022 Blue Cross Blue Shield of Texas Campaign?	The City of White Settlement is an unique City. We are 5.3 miles surrounded by 2 major highways (I-30 and 820). We are at the corner of Fort Worth and are a vital part of the DFW Metroplex. If chosen this center will tie into existing trails and would meet a growing need for outdoor fitness. We are also in a trend for younger residents relocating to our City and a more involved resident.
Describe the existing recreation and wellness infrastructure for your community and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, Rails-to-Trails projects, planned bicycle pathways, etc.)	The City of White Settlement is a small town, only 5.3 miles. In this small town we have 9 parks. With a park or recreational activity within walking distance of all subdivisions. Our Community Parks have everything from skateboarding to tennis but we do not have an outdoor fitness center. The City has adopted a Park masterplan which includes a hike and bike trail that will interconnect all the parks thru the city. This will create more opportunities for recreational activity for our residents.

Describe current policies, initiatives and/or programs that contribute to equity across all neighborhoods in your campus or community.	The city holds several free events each year to allow all of our community to participate. These events include major holiday events and sports and fitness programs. AN example of this is free Open Gym for kids and adults can come to the gym to play basketball, volleyball or exercise.
Describe your current recreation and/or fitness and wellness programs, and staffing capabilities.	Our parks and Recreation staff is currently 20 members. Currently we host Adult and youth programs, youth basketball, Ymca, I-9, Scouts, Zumba, Cheerleading, Karate groups and occasional exercise programs for seniors.
Provide an overview of existing funding measures in place that support recreation and/or outdoor wellness spaces and infrastructure in your community or school.	The City Council has placed 1.29 million in our current budget for the Parks and Recreation Department for our programs, activities, events and maintenance.
Describe what makes your community unique in the context of other cities and schools in Texas.	Our City is unique in a way that we are surrounded by Fort Worth. So we have the hometown feel of a small town but also close to all major big city thrills. Being on two major highways we get a huge number of surrounding city visitors at most of our events. We are a a source point for Fort Worth residents to enjoy our parks as well.
Support: Who else among your community leadership has adopted or supported the project?	Parks & Recreation Commission / Board Mayor Council City or Town Manager or Administrator(s) Campus Recreation Leadership School Administration Other: White Settlement Independent School District
Please list any community groups and/or organizations that will be involved with activating and promoting this initiative.	City Law Enforcement, White Settlement Police Department, Fire Department, White Settlement Independent School District, White Settlement Youth Association, Eagle Scouts, YMCA, the Area Chambers of Commerce. and Several Youth Church groups.
Are there any future park, trail, or campus masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services?	Yes

III. SITE SELECTION INFORMATION

Site #1 Name:	Veterans Park
Site #1 Google Maps or other web URL of location	8901 Clifford Street White Settlement Texas 76108

Site #1 Location Type	Public Outdoor Park
Can you confirm that this site location supports a site for the Fitness Court that is a minimum safe distance of 150' from the nearest playground or children's play area to comply with national grant and safety standards?	Yes
Is this site both highly visible and easily accessible?	Yes
Has the site been approved by appropriate stakeholders or community leaders?	Yes
Please describe what makes this site an excellent option for a Blue Cross Blue Shield of Texas Fitness Court in your community.	Visible off major highway, located at the most used event location
Do you plan to qualify alternate or additional sites for future funding consideration at this time?	No
Upload a map of your approved site location.	https://nfc_grant.formstack.com/admin/download/file/13258186926

IV. Timing & Funding Information

Can you confirm that your first Fitness Court will be open and available for public use in 2022?	No
In what time period does your budget cycle begin, and when will funding be available? Based on this timeline, we will align the available funding with the program timeline milestones.	Q4 : Oct - Dec 2022
If selected as a Partner and awarded the \$50,000 BCBSTX NFC 2022 Campaign Grant presented by Blue Cross Blue Shield of Texas, 2 options are available for submitting the remaining \$92,350 in program funding (not including concrete slab or installation). Which of the below options will you be pursuing?	Option 1 - Full support for remaining funding in local budget.
Is your agency/ municipality tax exempt?	Yes

Please enter your tax exempt number: 75-6000711

V. Site Design, Installation and Maintenance

All Blue Cross Blue Shield of Texas Fitness Courts will arrive in standard powder-coating, with baseline customization options provided by NFC and Blue Cross Blue Shield of Texas. For additional funding, Fitness Courts can be fully customized as a work of public art. Are you interested in any further customization to your Fitness Court that goes beyond the standard art customization?

No - We will want a standard Blue Cross Blue Shield of Texas Fitness Court with the included custom graphics.

The Fitness Court installation requires a 38'x38' concrete slab foundation. Engineered plans are provided by NFC. How do you plan to accommodate this installation component?

Bid out to local contractor

The NFC program can include certified assembly by EIS, NFC's approved nationwide installation team. EIS funding is transacted separately, in the amount of \$25,000, and processed upon completion of assembly. Please confirm below that you will be proceeding with EIS.

Yes

Maintaining the Blue Cross Blue Shield of Texas Fitness Court is the responsibility of the local site partner. Acceptance of a Grant Award requires compliance with standard NFC maintenance protocols. These include proper cleaning and repair of any damages to the Blue Cross Blue Shield of Texas Fitness Court Mural Wall for a period of 20 years. Do you acknowledge these requirements and commit to fulfilling them if selected?

Yes

Please confirm that you understand NFC may request site photographs at the discretion of the National Grant Committee and sponsors to confirm local site status, which must be provided within 72 hours.

Yes

VI. Partnership & Sponsors

Are you willing to host an opening day celebration at your Fitness Court inviting Blue Cross Blue Shield of Texas representatives, civic leaders, community supporters and the local media?

Yes

In consideration of the initiative being funded and supported through the NFC's National Sponsors, Blue Cross Blue Shield of Texas, and in some cases, local or regional sponsors - will you allow the identification of Blue Cross Blue Shield of Texas and other major sponsors on the Fitness Court Mural Wall?

Yes

Please confirm that you understand that NFC sponsors and partners reserve the right to provide new graphics and messaging on the rear of the Fitness Court for approved Fitness Courts at the conclusion of 48 months. Agency or municipality shall be allowed to approve the new design but shall not unreasonably withhold approval.

Yes

Promote usage of the Fitness Courts and demonstrate the value of an active lifestyle using the Fitness Court App, NFC website and activation tools provided:

Yes

Promote Blue Cross Blue Shield of Texas and other sponsors who have supported the Campaign, and join relevant regional and national events and promotions:

Yes

Participate in the NFC - Texas Annual Healthy Infrastructure educational workshop:

Yes

VII. NFC Grant Award Acceptance:

How will your organization accept the \$50,000 BCBSTX NFC 2022 Campaign Grant presented by Blue Cross Blue Shield of Texas and confirm that your matching funding will be available and committed to this program?

Council/Board Resolution of Adoption

VIII. Applicant's E-Signature

Signature



Submission Date:

August 24, 2022



National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | info@nfchq.com

August 22, 2022

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

1. *Patented Fitness Court® System*

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
 - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
 - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, Individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
 - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
 - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
 - i. NFC provides integrated consulting and design services to assist in this process.
 - c. Digital Engagement Wall
 - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
 - 1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
 - 2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
 - 3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
 - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
 - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
 - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

2. Fitness Court® App and Digital Tracking System

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



c. Mobile App Primary Features

1. Mark Lauren Training Series

- a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.

2. Fitness Court® App Live Challenge Feature

- a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.

3. Annual Data Analytics Reporting

- a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
- b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
 - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
 - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.

- c. See appendix for sample annual user data report.

- d. See appendix for additional information regarding the Fitness Court® App.

3. National Grant Funding

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.

- b. For 2022, National Campaign sponsors include:

- i. The Keith Haring Fitness Court® Signature Series Collection
- ii. Engineered Installation Solutions
- iii. Regupol America
- iv. USA Shade and Fabric Structures
- v. Badger Sport

- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

Mitch Menaged, *Founder and Director*
National Fitness Campaign LP



National Grant Funding

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2022 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

Participating as a partner in the National Fitness Campaign

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

United States of America

United States Patent and Trademark Office

THE FITNESS COURT

Reg. No. 4,307,958

Registered Mar. 26, 2013

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

MITCH MENAGED (UNITED STATES INDIVIDUAL)
1740 KEARNY STREET
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE: 0-0-1979; IN COMMERCE 0-0-1979.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEC. 2(F).

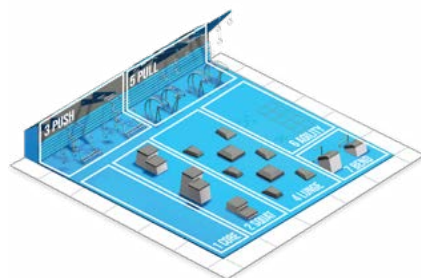
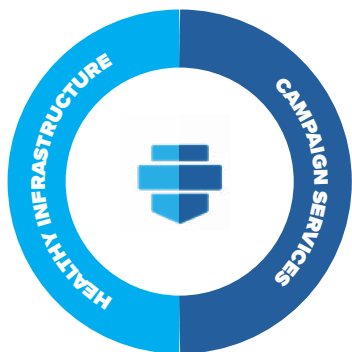
SER. NO. 85-600,534, FILED 4-17-2012.

KIMBERLY FRYE, EXAMINING ATTORNEY



Lisa M. Smith
Acting Director of the United States Patent and Trademark Office

NFC : COMPREHENSIVE PROGRAM CAMPAIGN SUMMARY



FITNESS COURT

21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



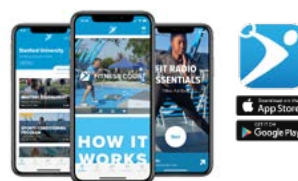
Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



Fitness Court App

Free digital App Delivering Programming, Workouts & Content



Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



Launch & Public Relations

Featured Stories Highlighted through Press and Local Media



Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS
TRAINING

SPRING

World-class training videos will available on the Fitness Court App.



WORLD-CLASS
TRAINING

SUMMER

World-class training videos will available on the Fitness Court App.



CHALLENGE
SERIES

FALL

The Fitness Season culminates with local, regional and national challenges for residents.

Made & Manufactured in the USA

Designed by NFC in California.



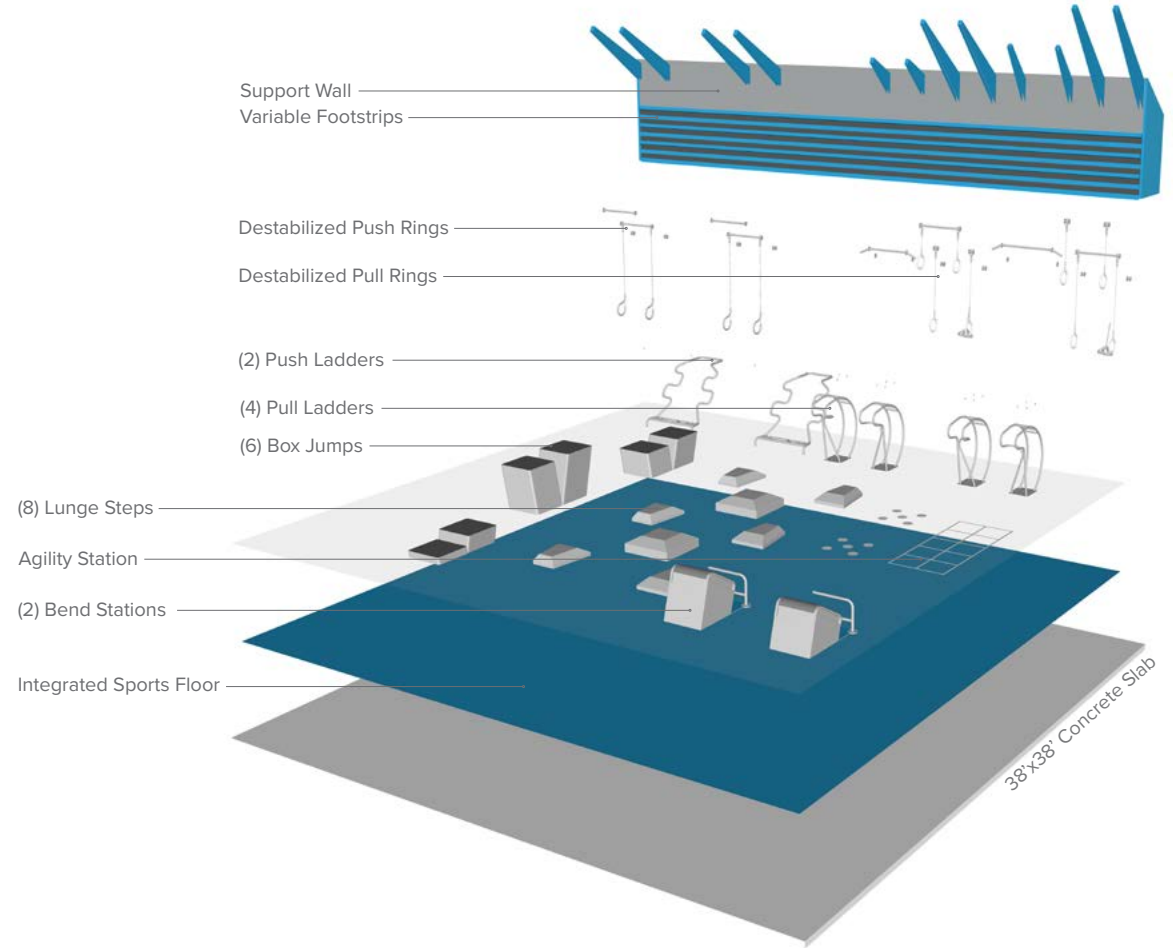
High Quality
 Dual-layer powder-coating
 carbon steel



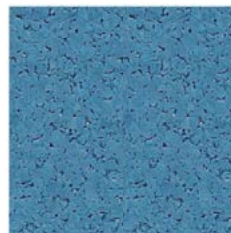
Durable Materials
 Tamper-resistant,
 galvanized & stainless
 steel bolts and fittings.



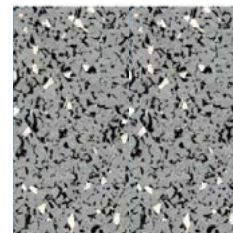
Best In Class
 Anti-graffiti laminate vinyl
 decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Grey to match any custom design.



Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile



Reducer

2022 PROGRAM SUMMARY: All items and services below are delivered to approved partners as part of the 2022 Campaign.

HEALTHY INFRASTRUCTURE

FITNESS COURT®

Fitness Court® Description:

32'x35' outdoor bodyweight circuit training system with the following components:

- Seven station circuit training system providing full-body workout modules
- Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
- Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation

Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

HEALTHY INFRASTRUCTURE DESIGN SERVICES

Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team.
- With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

Sponsor Strategy Consulting Support

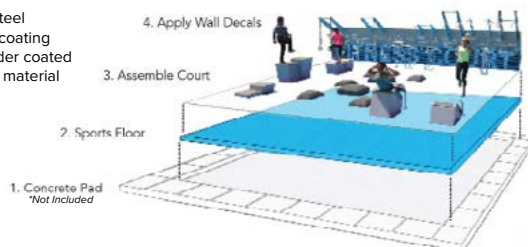
- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.



Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



CAMPAIGN SERVICES

FITNESS COURT® APP

The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- **Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- **Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- **Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- **Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national Leaderboard. Acts as a regional and national event qualification tool.

CERTIFIED AMBASSADOR TRAINING

Programming and Training Tools

Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- **Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- **Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- **Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court. Up to five local Ambassadors are eligible to attend an in-person regional training event of their choice in 2022. **Regional training schedule provided May 2022*

MEDIA, PRESS, & PROMOTIONS

Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- **Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- **Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- **NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- **Fitness Court Gear:** minimum \$750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- **Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

FITNESS SEASON 2022

Annual Activation Series: 2022 Fitness Season

Bring the Latest Events & Programs to Your Fitness Court® this Year!

- Spring 2022 : 18 new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer, Mark Lauren.
- Summer 2022: Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2022: Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards: annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce





Fitness Court

NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, USA
NATIONALFITNESSCAMPAIGN.COM
INFO@NFCHQ.COM
(415) 702-4919



FITNESS COURT™

SCHEMATIC DESIGN SET



NATIONAL FITNESS CAMPAIGN



NOT FOR CONSTRUCTION

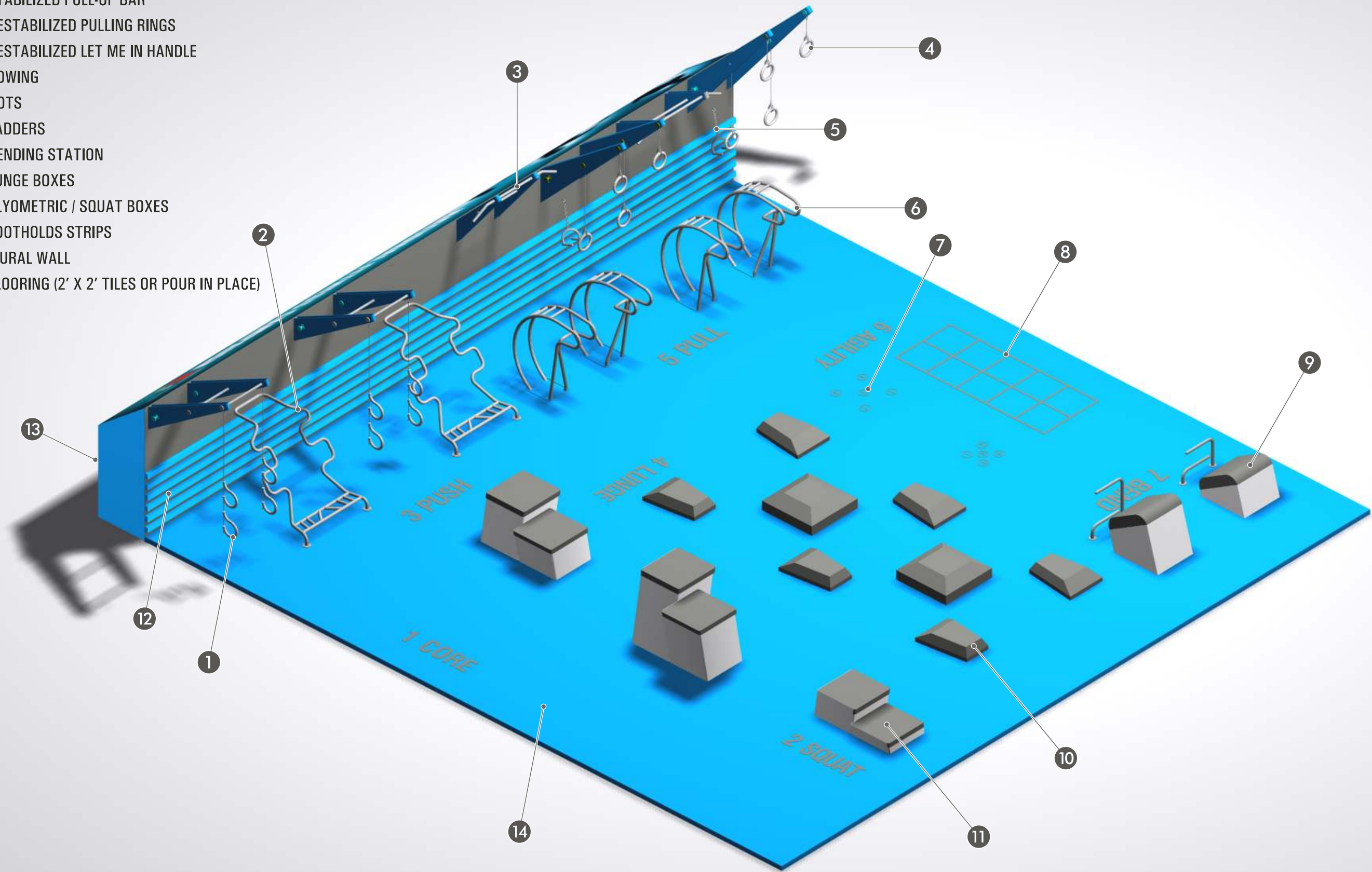
DATE

DESIGN NUMBER
565382

ARCHIVE NUMBER

SHEET
FC 01

- 1 DESTABILIZED PUSHING RINGS
- 2 STABILIZED FREEFORM PUSHING BARS
- 3 STABILIZED PULL-UP BAR
- 4 DESTABILIZED PULLING RINGS
- 5 DESTABILIZED LET ME IN HANDLE
- 6 ROWING
- 7 DOTS
- 8 LADDERS
- 9 BENDING STATION
- 10 LUNGE BOXES
- 11 PLYOMETRIC / SQUAT BOXES
- 12 FOOTHOLDS STRIPS
- 13 MURAL WALL
- 14 FLOORING (2' X 2' TILES OR POUR IN PLACE)



Body Weight Fitness

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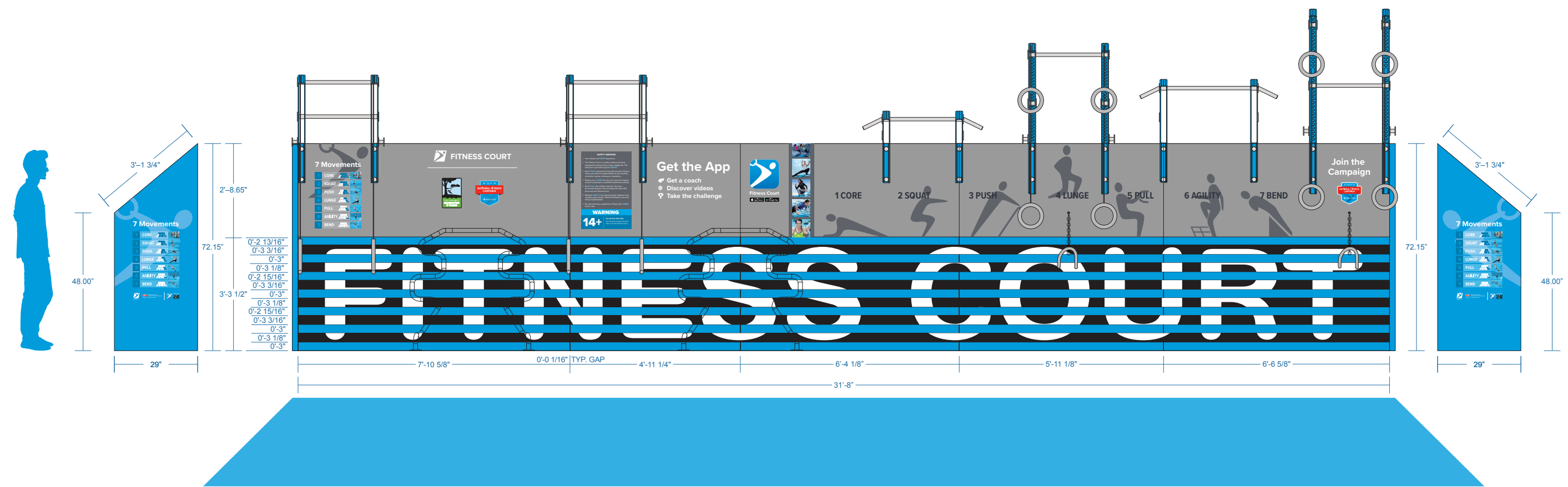
NATIONAL FITNESS CAMPAIGN

DATE 06.30.17

DESIGN NUMBER 565382

ARCHIVE NUMBER

SHEET FC 02



NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

NATIONAL FITNESS CAMPAIGN

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ARCHIVE NUMBER	
SHEET	FC 03

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EQUIPMENT AND FLOOR MARKING LAYOUT

WALL WITH ATTACHED
WALL BRACKETS AND
PULL CHAINS

PUSH STATION
QTY 2

PLYO BOX 1

PLYO BOX 2

PLYO BOX 3
(TALLEST)

PLYO BOX 4

PLYO BOX 5

PLYO BOX 6
(SHORTEST)

PULL STATION RIGHT
QTY 2

PULL STATION LEFT
QTY 2

STATION NAME TEXT
QTY 7 STATION NAMES
(FLOOR MARKING)

LADDER PATTERN
(FLOOR MARKING)

DOTS PATTERN QTY 2
(FLOOR MARKING)

LUNGE STATION 1
QTY 2

LUNGE STATION 2
QTY 8

BEND STATION SHORT

BEND STATION TALL

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NATIONAL FITNESS CAMPAIGN

DATE
06.30.17

DESIGN NUMBER
565382

ARCHIVE NUMBER

SHEET
FC 04





Official Installation Partner



Baylor University



Oakley, CA



Oregon, OH

Guaranteed Completion in 4 Days or Less *(weather permitting)*

Competitive Flat Rate
Travel Expenses Included

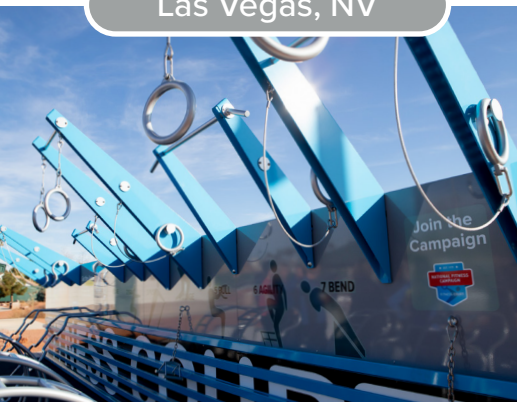
All Flooring Labor Included

Art & Decal Installation Included

Once the concrete slab is poured, EIS is your all-in-one support team for the installation of the Fitness Court® equipment elements, body-weight training wall, and sports floor. With various installations all over the country, EIS is NFC's #1 recommended installer.*

**EIS contracted separately.*

Las Vegas, NV



CU Boulder



Florida State Univ.



NFC is proud to partner with Engineered Installation Solutions (EIS), our official factory install team, exclusively available for Fitness Court® installations across the country!

Engineered Installation Solutions are Fitness Court® Experts

EIS has comprehensive knowledge of the Fitness Court®. The same people who install the Fitness Court® have worked with NFC to develop the equipment, streamline fabrication and create the installation documents. You will not find an installer who knows more about your Fitness Court®

EIS has the experience to make your installation easy and predictable. EIS will work with you to uncover all the potential obstacles prior to the installation, will schedule the installation to meet your needs and will certify the installation is complete per NFC Installation Instructions. EIS provides a high level of value and quality.

The Fitness Court® - Installation Specifications

Certified National Fitness Campaign Fitness Court® installs are secured through Engineered Installation Solutions.

The following items are **Included** in the Fitness Court® Installation:

- Sports Floor Tile
- Body-weight Training Wall
- Equipment Elements
- Anchor Bolts
- Floor Marking Painting
- Art & Vinyl decals on front, back, and sides of wall
- Signed Certificate of Completed Installation (includes walk-through with Owner / Client)

The following items are **Not Included** in the Installation

- Concrete slab built & cured, according to provided slab drawing specification.
- Procurement / supply of The Fitness Court®, Fitness Court® Tile, and Fitness Court® Installation Kit.

Items to Coordinate with Owner / Client Prior to Installation

- Delivery of the Fitness Court® material
- Security of the site (fence or barrier)
- Plan for debris & trash removal

Fitness Court Warranty

- Warranty ratified upon receipt of Signed Certificate of Completed Installation

Total Funding Requirement: \$25,000.00

Supporting Documentation

- NFC provided concrete slab drawings
- The Fitness Court® Tile overview
- The Fitness Court® Specifications
- The Fitness Court® Installation Kit overview
- The Fitness Court® Installation and Maintenance Manual
- The Fitness Court® Vinyl Artwork Alignment Guide

Tim Gunnels

President

(803) 493-9048 | tgunnels@enginstall.com

Craig Ausrud

Vice President/ Operations Manager

(704) 770-6602 | causrud@enginstall.com



**INFORMAL REPORT
TO Honorable Mayor and Council**



BOARD APPOINTMENT – PLANNING AND ZONING COMMISSION

City Council Meeting Date: October 11, 2022
--

ISSUE

Vacancy on Planning and Zoning Commission

DISCUSSION

The Planning and Zoning Commission currently has two open positions, Place 1 and Place 4. Because of this, a lack of quorum occurs when one member is unable to attend resulting in the board being unable to conduct business. Staff spoke with the applicant who wishes to serve as a member of the Planning and Zoning Commission.

POLICY ISSUES

None

IMPACT ON CITY RESOURCES

Ability to conduct business without postponing will prevent duplicate expenses for publication of legal notices and will save on staff resources.

ACTION / RECOMMENDATION

Staff is in support of this board appointment.

ADDITIONAL INFORMATION

Attached:

Application

Available in the City Secretary's Office:

Yes

STAFF CONTACT(S)

Robert Nunley

Building Official

817-246-4971 Ext. 079

rnunley@wstx.us

Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Wed 6/15/2022 1:19 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

Page 1

Name	Lissa LeLux
Email Address	
Address	729 Vaquero
City	White Settlement
State	Tx
Zip Code	76108
Phone Number	
Occupation	COOPER INSTALLATIONS
How long have you been a resident of the City?	3 months
Are you a qualified voter of the City?	Yes
Professional and/or community activities	During the holidays my family and i adopt a family in need to their holiday meal.
Additional pertinent information/references	<i>Field not completed.</i>

Page 2

I am interested in serving on the following boards, commissions, or committees	Animal Control Advisory Board, Civil Service Commission, Crime Control & Prevention, Economic Development Corporation, Holiday Parade Committee, Parks & Recreation Board, Planning & Zoning Board
Which of your choices would you identify as your top choice?	Crime prevention and animal control
Serving on a board or commission is time consuming as most boards meet on a monthly basis. Are you committed to attending all regularly	Yes

scheduled meetings of the
board to which you are
applying?

Please list any City of White Settlement boards or commissions you served on previously or are currently serving. *Field not completed.*

Have you taken the Texas Open Meetings Act training? No

If no, are you willing to do so as part of your board participation? Yes

Do you have any relatives working for the City? No

If yes, list name of relative *Field not completed.*

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type? No

Digital Signature (type your name) Lissa LeLux

Date 06/15/22

Email not displaying correctly? [View it in your browser.](#)