



**MEETING AGENDA
City Council
REGULAR SESSION CITY COUNCIL
December 2, 2025**

**HAL BALDWIN MUNICIPAL COMPLEX COUNCIL CHAMBERS
1400 SCHERTZ PARKWAY BUILDING #4
SCHERTZ, TEXAS 78154**

**CITY OF SCHERTZ CORE VALUES
Do the right thing
Do the best you can
Treat others the way you want to be treated
Work cooperatively as a team**

**AGENDA
TUESDAY, DECEMBER 2, 2025 at 6:00 p.m.**

Call to Order

**Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas.
(Councilmember Guerrero)**

Presentations

Presentation of TRAPS 2025 Central Region Awards to the Schertz Parks & Recreation Department (S.Gonzalez/L.Shrum)

Presentation of the 2026 Class of Schertz Young Leaders (S.Gonzalez/L.Shrum/C.Paddock)

Presentation on the upcoming Holiday event (S.Gonzalez/L.Shrum/C.Paddock)

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
- Announcements and recognitions by the City Manager (S.Williams)
- Announcements and recognitions by the Mayor (R.Gutierrez)

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Discussion by the Council of any item not on the agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to an inquiry, and/or a proposal to place the item on a future agenda. The presiding officer, during the Hearing of Residents portion of the agenda, will call on those persons who have signed up to speak in the order they have registered.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** – Approval of the minutes from the Special City Council Meetings on November 3 and November 17, 2025 and Regular Council Meeting on November 18, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-136** - Authorizing an Interlocal Agreement with the Schertz Youth Soccer Association for cooperative purchasing services (S.Gonzalez/J.Kurz/D.Ellenburg/L.Shrum)
3. **Resolution 25-R-163** - Approving a Utility Service Extension Request for Old Wiederstein Commercial Subdivision (B.James/K.Woodlee)
4. **Resolution 25-R-164** - Authorizing a Memorandum of Understanding (MOU) with Texas Division of Emergency Management (TDEM) as it relates to the Texas Emergency Management Assistance Teams (TEMAT) Program (S.Williams/G.Rodgers)

5. **Resolution 25-R-165** – Authorizing a change order to the construction contract with Thalle Construction Co., Inc., relating to the Woman Hollering Creek Wastewater Project (B.James/K.Woodlee)
6. **Resolution 25-R-162** - Authorizing expenditures with Motorola Solutions for the Police Radio Replacement Program (S.Williams/J. Lowery/D.Roman)
7. **Resolution 25-R-171** - Authorizing land acquisition of 710 Main Street for an amount not to exceed \$194,000 plus closing costs, specifying funding sources, and other matters in connection therewith (S.Williams/B.James)

Discussion and Action Items

8. **Resolution 25-R-169** Nominations and appointment to the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors.
9. **Resolution 25-R-153** Guadalupe Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)
10. **Resolution 25-R-167**-Bexar Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)
11. **Resolution 25-R-168** Comal Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)

Information available in City Council Packets - NO DISCUSSION TO OCCUR

12. Petition for Removal of Property from the City of Schertz ETJ - Update on approximately 22.317 Acre ETJ Release in Northern Schertz near Old Nacogdoches Road within Comal County (B.James/L.Wood/E.Delgado)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff
- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda
- City and Community Events attended and to be attended (Council)

Adjournment

CERTIFICATION

I, SHEILA EDMONDSON, CITY SECRETARY OF THE CITY OF SCHERTZ, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE AGENDA WAS PREPARED AND POSTED ON THE OFFICIAL BULLETIN BOARDS ON THIS THE 24TH DAY OF NOVEMBER 2025 AT 6:00 P.M., WHICH IS A PLACE READILY ACCESSIBLE TO THE PUBLIC AT ALL TIMES AND THAT SAID NOTICE WAS POSTED IN ACCORDANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

SHEILA EDMONDSON

I CERTIFY THAT THE ATTACHED NOTICE AND AGENDA OF ITEMS TO BE CONSIDERED BY THE CITY COUNCIL WAS REMOVED BY ME FROM THE OFFICIAL BULLETIN BOARD ON _____ DAY OF _____, 2025.

TITLE: _____

This facility is accessible in accordance with the Americans with Disabilities Act. Handicapped parking spaces are available. If you require special assistance or have a request for sign interpretative services or other services, please call 210-619-1030.

The City Council for the City of Schertz reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Open Meetings Act.

Closed Sessions Authorized: This agenda has been reviewed and approved by the City’s legal counsel and the presence of any subject in any Closed Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

COUNCIL COMMITTEE AND LIAISON ASSIGNMENTS

<p>Member Audit Committee Investment Advisory Committee Main Street Committee TIRZ II Board</p> <p>Liaison Board of Adjustments Senior Center Advisory Board-Alternate</p>	<p>Councilmember Davis– Place 1 Member Interview Committee Main Street Committee - Chair TIRZ II Board</p> <p>Liaison Parks & Recreation Advisory Board Schertz Housing Authority Board Transportation Safety Advisory Board</p>
<p>Councilmember Watson – Place 2 Member Audit Committee</p> <p>Liaison Library Advisory Board Senior Center Advisory Board Cibolo Valley Local Government</p>	<p>Councilmember Macaluso – Place 3 Member Interview Committee Hal Baldwin Scholarship Committee TIRZ II Board</p> <p>Liaison Animal Services Advisory Committee</p>

Corporation-Ex-Officio	
<p>Councilmember Guerrero – Place 4 Member Hal Baldwin Scholarship Committee Investment Advisory Committee</p> <p>Liaison Schertz Historical Preservation Committee</p>	<p>Councilmember Westbrook – Place 5 Liaison Schertz-Seguin Local Government Corporation (SSLGC) Planning and Zoning Commission Schertz Historical Preservation Committee Cibolo Valley Local Government Corporation (CVLGC)-Alternate</p>
<p>Councilmember Heyward – Place 6 Member Animal Services Advisory Committee Audit Committee Interview Committee-Chair Investment Advisory Committee Main Street Committee</p> <p>Liaison Building and Standards Commission Economic Development Corporation - Alternate Senior Center Advisory Board</p>	<p>Councilmember Brown – Place 7 Member Main Street Committee Schertz-Seguin Local Government Corporation (SSLGC)</p> <p>Liaison Economic Development Corporation</p>

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Parks, Recreation & Community Servic
Subject: Presentation of TRAPS 2025 Central Region Awards to the Schertz Parks & Recreation Department (S.Gonzalez/L.Shrum)

BACKGROUND

Schertz Parks & Recreation had the honor of hosting the Texas Recreation and Park Society (TRAPS) Central Region Maintenance Rodeo on Thursday November 6, 2025 at the Schertz Soccer Complex. Teams from all across Central Texas came out to show off their skills in seven events: Mower Obstacle Course, Nail Driving, Backhoe Operation, Plant & Weed ID, Truck & Trailer Obstacle Course, Irrigation Assembly, and Backpack Blower.

Our crew represented Schertz with pride - and took home 1st AND 2nd Place Overall Team Awards! Six of our team members placed in the Top 6 and will be headed to the State Maintenance Rodeo this February in Corpus Christi.

1st Place Overall: Schertz Team 1- Ian King, Diego Martinez, Ray Tyquiengco, Daniel DeLong and Dari Ann Douglas

2nd Place Overall: Schertz Team 2- Robert Dobratz, Cole Moody, Steven, and Jeremy Jacoway

6 of our guys qualified for State!

1st Place Mower Obstacle Course – Ray Tyquiengco

1st Place Nail Driving – Cole Moody

1st Place Backhoe Operation – Ian King

1st Place Truck & Trailer – Cole Moody & Steven Lovelace

1st Place Irrigation Assembly – Diego Martinez & Ian King

4th Place Backhoe – Robert Dobratz

6th Place Plant & Weed ID – Steven Lovelace

Attachments

TRAPS Central Region Awards presentation 2025



SCHERTZ
PARKS &
RECREATION
FUN

SCHERTZ PARKS & RECREATION

TRAPS REVIEW



HOST CITY

Maintenance Rodeo:

- Schertz Soccer Complex
- 335 Attendees
- 18 agencies
- 7 Events

Workshop:

- Civic Center
- 265 Attendees
- 26 agencies
- 21 Sessions





MAINTENANCE RODEO

- 1st Place-** Zero Turn Mower: Ray Tyquiengco
- 1st Place-** Truck and Trailer: Cole Moody and Steven Lovelace
- 1st Place-** Backhoe Operation: Ian King
- 1st Place-** Irrigation Assembly: Ian King and Diego Martinez
- 1st Place-** Nail Drive: Cole Moody
- 4th Place-** Backhoe Operation: Robert Dobratz
- 6th Place-** Plant & Weed Identification: Steven Lovelace

- 1st Overall:** Schertz Team 1- Ian King, Diego Martinez, Ray Tyquiengco, Dari Ann Douglas, and Daniel DeLong
- 2nd Overall:** Schertz Team 2- Robert Dobratz, Cole Moody, Steven Lovelace, and Jeremy Jacoway





REGION AWARDS

Lone Star Programming Award: Together We Play

Arts & Humanities: Monster's Vale Collegium

Photo- Outdoor Recreation: Field Day

Photo- Leisure and Cultural Arts: Monster's Vale LARP

Photo- Camp: Great Outdoors Camp

Photo-Special Events: Deck the City Hall

Photo- Aquatics: Cardboard Boat Regatta

Photo- Athletics: Lacrosse Camp



SCHERTZ
PARKS &
RECREATION
FUN



CHART YOUR COURSE

TRAPS 2026

CORPUS CHRISTI FEBRUARY 10 - 13,
2026



CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Parks, Recreation & Community Service
Subject: Presentation of the 2026 Class of Schertz Young Leaders (S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

Presentation of the 2026 Class of Schertz Young Leaders.

Attachments

Presentation of 2025 SYL



SCHERTZ YOUNG LEADERS

Cassie Paddock, Recreation Manager

SCHERTZ
COMMUNITY. SERVICE. OPPORTUNITY.

2025-26 SCHEDULE

October 22

Leadership Retreat

November 13: Leadership

Understanding Human Behavior

January 15: Education

Developing Emotional Intelligence

February 19: Local Government

Cultivating Your Leadership Style

March 19: Communication & Community

Teamwork: The Key to Success

April 16: JBSA Randolph

Continued Growth- Setting Your Intentions

May 7: Graduation

Presentations & Banquet

Student must also attend 1 City Council Meeting, 1 School Board Meeting, and Volunteer at 1 Event

SYL CLASS OF '25-26

Clemens High School

Allie Huebener, 11th Grade

Celeste Boyd, 11th Grade

CJ Sweet, 11th Grade

Evan Powell, 11th Grade

Evelyn Humphrey, 11th Grade

Jackson Steindorf, 11th Grade

Jamie Cromer, 11th Grade

Payton Staley, 11th Grade

Sury Gutierrez, 11th Grade

Alanis Pinero, 12th Grade

Alexis Moreno, 12th Grade

Steele High School

Jayana Hunter, 11th Grade



COMMENTS & QUESTIONS



CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Parks, Recreation & Community Service
Subject: Presentation on the upcoming Holidazzle event (S.Gonzalez/L.Shrum/C.Paddock)

BACKGROUND

Holidazzle

Held the first weekend in December, Holidazzle promises a holiday season kick-off full of yuletide cheer! Featuring Breakfast with Santa; the Kris Kringle Market; tasty holiday treats; jolly entertainment; winter wonderland activities - Mt. Schertz and a snow angel play area; and the community favorite lighted night parade, this event is sure to get you in the festive mood!

Attachments

Holidazzle Presentation 2025



HOLIDAZZLE

Cassie Paddock, Recreation Manager

DECK THE CITY HALL



Crafts & Activities

Holiday Craft, Silver Serenaders Choir, and Photobooth



Holiday Lights

Buildings, Trees, and Canopy Lights



Cookies & Hot Cocoa



Breakfast with Santa

Saturday, Dec 6

8AM | 9:15AM | 10:30AM

Bluebonnet Hall

Breakfast provided by Abel's Diner



Kris Kringle Market

Saturday, Dec 6

10AM-3PM

Grand Ballroom

35+ Vendors (FULL)



HOLIDAY HOOPLA (4-8PM)

Fireside Roasting & Toasting

Food Trucks

Pictures with Santa

Mt. Schertz Snow Hill

2 Snow-play Areas

Ice Rink

Inflatables

Face Painting

Balloon Twisters

FESTIVAL OF ANGELS PARADE

Saturday, Dec 6
Parade Start: 6PM
Parade Staging:

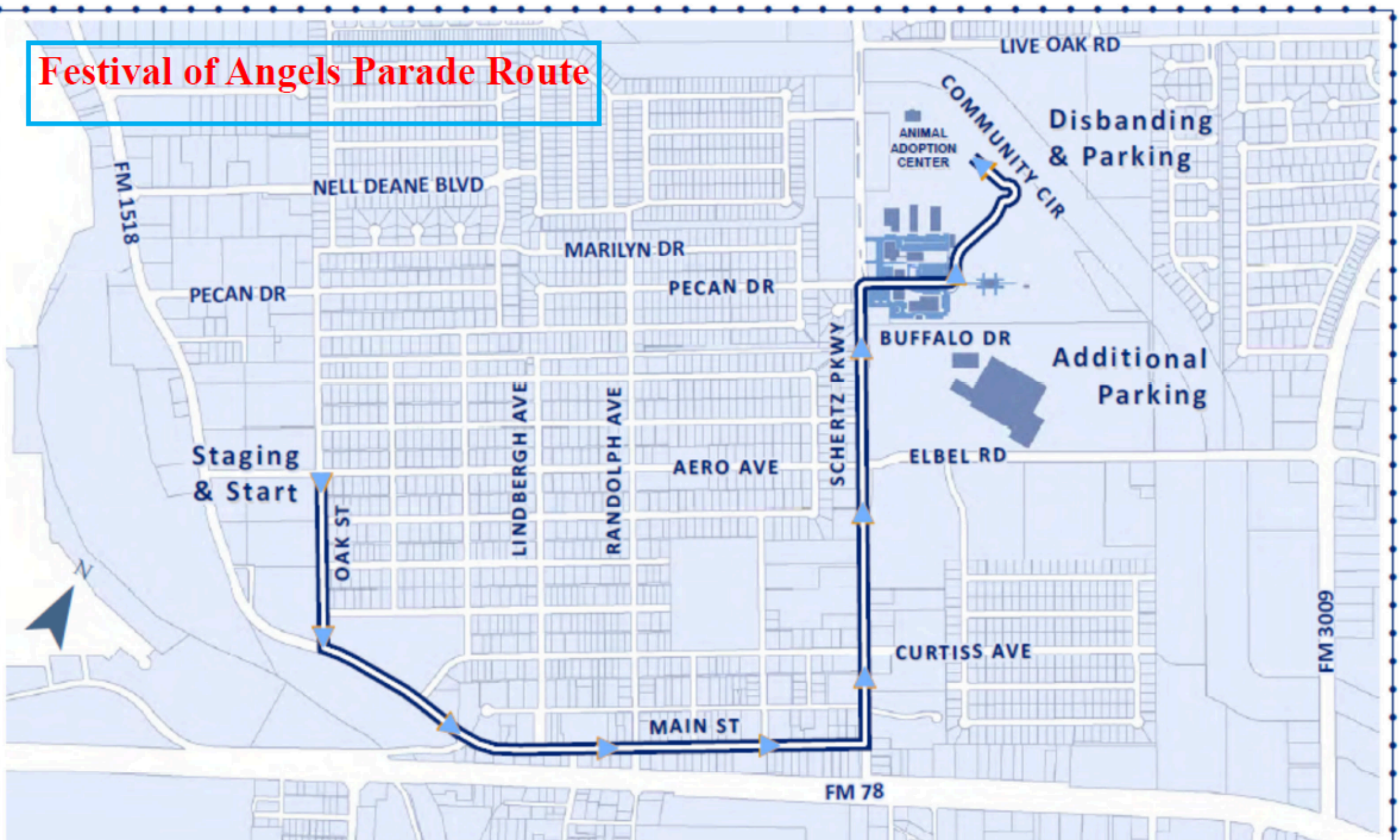
- Pickrell Park, 4:30PM

Road Closures:

- 4PM: Secondary Roads
- 5PM: Major Roads
- 5:30PM Full Shutdown



Festival of Angels Parade Route



City of Schertz
HOLIDAZZLE

Saturday, December 6
6:00 PM

COMMENTS & QUESTIONS



CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: City Secretary
Subject: Minutes – Approval of the minutes from the Special City Council Meetings on November 3 and November 17, 2025 and Regular Council Meeting on November 18, 2025 (S.Edmondson/S.Courney)

Attachments

November 3, 2025 Special Council Meeting Minutes
November 17, 2025 Canvassing the Election Minutes
November 18, 2025 City Council Minutes

DRAFT

MINUTES REGULAR MEETING November 3, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 3, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney; Assistant City Secretary Irene Chavez

Call to Order

Mayor Gutierrez called the meeting to order at 6:00 pm.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

No residents signed up to speak.

Discussion and Action Items

1. **Resolution 25-R-156 Order Special Election for Council Place 7** (Mayor/S.Edmondson)

Mayor Gutierrez recognized City Secretary Sheila Edmondson to explain Resolution 25-R-156.

City Secretary Sheila Edmondson brought forward Resolution 25-R-156- Order a Special Election to fill the unexpired term of Council Place 7.

With the vacancy of Council Place 7, the Texas State Constitution requires a special election to be held to fill the unexpired term which runs through November 2028.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Councilmember Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

Adjournment

Mayor Gutierrez adjourned the meeting at 6:06 pm.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

DRAFT

MINUTES SPECIAL SESSION MEETING November 17, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 17, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Gutierrez; Councilmember Paul Macaluso; Councilmember Mark Davis; Councilmember Michelle Watson; Councilmember Ben Guerrero; Councilmember Robert Westbrook; Councilmember Allison Heyward

Absent: Mayor Ralph Rodriguez

Staff present: City Manager Steve Williams; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney; Assistant City Secretary Irene Chavez

Call to Order

Mayor Gutierrez called the meeting to order at 6:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Westbrook)

Councilmember Westbrook provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Mayor Gutierrez recognized Mr. Jim Brown and Mr. Matthew Brown, the brothers of Councilmember Tim Brown. Mr. Jim Brown thanked the City Council for their support and shared that his brother Tim loved the City of Schertz, and thanked everyone for supporting and electing his brother, Tim, to the City Council.

Mayor Gutierrez opened the floor for public comments:

Maggie Titterington, Chamber President, thanked Mayor Gutierrez for his leadership during Covid and other really troubling times. Mr. Titterington admired how strong the Mayor was and how he navigated the city through these unusual times. As the Chamber of Commerce President, Ms. Titterington thanked Mayor Gutierrez for supporting the local businesses.

Presentations

Presentation for Mayor Gutierrez

Councilmember Mark Davis presented a plaque, street sign and his gavel set to Mayor Ralph Gutierrez.

Council recognized and thanked Mrs. Raquel Gutierrez for all her support and dedication to the City of Schertz and presented her with a bouquet of flowers.

Mayor Gutierrez shared that serving as the City of Schertz's Mayor has been one of the greatest honors of his life. Mayor Gutierrez thanked the City Council, City Senior Leadership, NEP Mayors and the City Secretary's Department for all these years of support, hard work and collaboration for the residents of the City of Schertz. The unity and work provided real results for constituents across our region. Mayor Gutierrez shared that in the first three months as a rookie mayor, the world changed almost overnight with a pandemic that brought life to a sudden halt. The courage and compassion that the residents and staff provided kept the community going forward during this uncertain time. As Mayor Gutierrez transitions into the beginning of a new adventure, he has deep gratitude for the trust and confidence that the city placed in him.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

Dana Eldridge, 2628 Gallant Fox Drive, Schertz-Mr. Eldridge shared that the most recent election was one of the most contentious ones he has seen in 30 years. He stated he is not the enemy and hopes that even though folks agree and disagree, the citizens of Schertz can treat each other with respect.

Richard Moss, 3434 Wimbledon Drive, Schertz-Mr. Moss stated the City of Schertz currently has close to 50,000 residents and one of the biggest issues currently is the city level of infrastructure. We have 5X the current population vs the 10,000 pop. 20 years ago, but we do not have the infrastructure to support that growth. He would like to see infrastructure before the city tries to add more people.

Discussion and Action Items

1. Appointment of Mayor Pro Tem

Discussion, consideration, and/or action regarding the confirmation, appointment, or election of the Mayor Pro Tem (Mayor/Council)

On October 19, 2025 the Mayor Pro Tem position became vacant. The current Mayor Pro Tem appointment ends February 2026. Councilmember Mark Davis has graciously

offered to finish out the current Mayor Pro Tem appointment. The next Mayor Pro Tem rotation will be in February 2026, and Councilmember Mark Davis will be next in rotation as Mayor Pro Tem with the appointment ending in August 2026.

Oath of Office

Deputy City Secretary Sheree Courney provided the oath of office to Mayor Pro Tem Mark Davis.

Moved by Councilmember Michelle Watson, seconded by Councilmember Robert Westbrook

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

2. Resolution 25-R-154 - Approving the canvassing of the election returns and declaring the results of the November 4, 2025 General Election (Mayor/Council/S.Edmondson)

City Secretary Sheila Edmondson provided the results of the November 4, 2025, General Election and declared the results of such election.

A General Election was held in the City of Schertz, Texas, on the 4th day of November 2025 to elect a Mayor, Councilmember Place 1, and Councilmember Place 2 for a three-year term.

The tabulation of votes cast to elect a Mayor and one Councilmember for Place 1 and Place 2 in the General Election is as presented in the official canvass of the returns of said general election. The results of the poll shown below reflect the following results of the general election.

1. Mr. Ralph Rodriguez with 3049 votes is hereby declared elected to the Office of Mayor.

2. Mr. Mark E. Davis with 4625 votes is re-elected to the Office of Councilmember Place 1.

3. Ms. Michelle Watson with 3534 votes is re-elected to the Office of Councilmember Place 2.

Moved by Councilmember Allison Heyward, seconded by Councilmember Ben Guerrero

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis,
Councilmember Michelle Watson, Councilmember Ben Guerrero,
Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

3. Resolution 25-R-155 Approving the ordering and declaring the November 2025 Special Election as approved by the voters of the City of Schertz (Mayor/Council/S.Edmondson)

A Special Election was held in the City of Schertz, Texas (the "City"), on the 4th day of November 2025 for the submission to the qualified voters of a specific area pursuant to Section 43.0117 Texas Local Government Code, the question of whether such area, as situated within the City of Schertz extraterritorial jurisdiction and within five miles of the joint base San Antonio-Randolph boundary, should be annexed into the city, or whether the city shall be provided with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study;

Option 1 : YES ANNEXATION: SHALL THE CITY OF SCHERTZ ANNEX FOR FULL PURPOSES CERTAIN AREAS IN THE CITY’S EXTRATERRITORIAL JURISDICTION WITHIN FIVE MILES OF THE BOUNDARY OF THE JOINT BASE SAN ANTONIO RANDOLPH received 5 votes.

Option 2 : NO ANNEXATION BUT WITH LAND USE REGULATIONS: SHALL THE CITY OF SCHERTZ BE PROVIDED WITH THE AUTHORITY TO ADOPT AND ENFORCE AN ORDINANCE REGULATING THE LAND USE IN THE CITY’S EXTRATERRITORIAL JURISDICTION WITHIN FIVE MILES OF THE BOUNDARY OF THE JOINT BASE SAN ANTONIO RANDOLPH IN THE MANNER RECOMMENDED BY THE MOST RECENT JOINT LAND USE STUDY received 107 votes

Moved by Councilmember Paul Macaluso, seconded by Councilmember Allison Heyward

AYE: Councilmember Paul Macaluso, Councilmember Mark Davis, Councilmember Michelle Watson, Councilmember Ben Guerrero, Councilmember Robert Westbrook, Councilmember Allison Heyward

Passed

4. Oath of Office (S.Edmondson/S.Courney)

Mayor: Ralph Rodriguez

Mr. Ralph Rodriguez was sworn in as Mayor of the City of Schertz by the Honorable Justice of the Peace, Precinct 3-John Terry

Comments by the Mayor:

Mayor Rodriguez thanked everybody for their support this past election season. He is looking forward to working with all the residents of the City of Schertz.

Councilmember Place 1

Councilmember Mark Davis was re-elected and was sworn in by Deputy City Secretary

Sheree Courney.

Comments:

Councilmember Davis thanked the residents for electing him to his 4th term as Council Place 1. He appreciates all their kind comments and encouragement that the residents share with him. The resident's belief in the possibility of positive change has meant more to him than words can express and is a wonderful example of hope and commitment.

Councilmember Place 2

Councilmember Watson was re-elected and sworn in by the Honorable Justice of the Peace, Precinct 3-John Terry.

Comments:

Councilmember Watson thanked the residents for their support and is honored to earn the support so the city can keep moving forward together.

Adjournment

Mayor Rodriguez adjourned the meeting at 6:47 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC, City Secretary

DRAFT

MINUTES REGULAR MEETING November 18, 2025

A Regular Meeting was held by the Schertz City Council of the City of Schertz, Texas, on November 18, 2025, at 6:00 p.m. in the Hal Baldwin Municipal Complex Council Chambers, 1400 Schertz Parkway, Building #4, Schertz, Texas. The following members present to-wit:

Present: Mayor Ralph Rodriguez; Mayor Pro Tem Mark Davis; Councilmember Michelle Watson; Councilmember Paul Macaluso; Councilmember Ben Guerrero; Councilmember Allison Heyward

Absent: Councilmember Robert Westbrook; Councilmember Place 7 (Vacant)

Staff present: City Manager Steve Williams; City Attorney Clarissa Rodriguez; Deputy City Manager Brian James; Assistant City Manager Sarah Gonzalez; City Secretary Sheila Edmondson; Deputy City Secretary Sheree Courney

Call to Order

Mayor Rodriguez called the meeting to order at 6:00 p.m.

Opening Prayer and Pledges of Allegiance to the Flags of the United States and State of Texas. (Councilmember Macaluso)

Councilmember Macaluso provided the opening prayer and led the Pledges of Allegiance to the Flags of the United States and State of Texas.

Employee Introductions

Mayor Rodriguez recognized City Department Heads who introduced the following new staff:

- Engineering - Lee Harris, Senior Engineer
- Library - Joshua Romero, Senior Librarian; Michelle Tyo, Library Assistant

City Events and Announcements

- Announcements of upcoming City Events (B.James/S.Gonzalez)
Assistant City Manager Sarah Gonzalez provided the announcements of upcoming city events.
- Announcements and recognitions by the City Manager (S.Williams)
City Manager Steve Williams stated that on November 11th the city held a ceremony in collaboration with the Chamber's Military Affairs Committee and the cities of Cibolo and Selma to honor veterans from all branches of the military.

- Announcements and recognitions by the Mayor (R.Rodriguez)
Mayor Rodriguez thanked staff, City Council and residents for the warm welcome following the oath of office.

Hearing of Residents

This time is set aside for any person who wishes to address the City Council. Each person should fill out the speaker's register prior to the meeting. Presentations should be limited to no more than 3 minutes.

All remarks shall be addressed to the Council as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Council may be requested to leave the meeting.

All handouts and/or USB devices must be submitted to the City Secretary no later than noon on the Monday preceding the meeting. Handouts will be provided to each Councilmember prior to the start of the meeting by the City Secretary. All USB devices will be vetted by City IT staff to ensure City property is protected from malware.

Mayor Rodriguez opened the Hearing of Residents at 6:10 p.m.

Mayor Pro Tem Mark Davis recognized the following residents:

Brent Bolter, 2633 Clover Brook Ln, stated that in the wake of the election he was bringing forth his expectations for city council and staff. He addressed how residents were treated by staff when they voiced their concerns regarding the Frontier Waste Solutions contract and subsequent services, calling it unacceptable. Mr. Bolter said he is reminded every week that he is paying more and getting less.

Jonathan Marquez, 5817 Saint Andrews, thanked Public Works manager for addressing an issue he brought forward about a year ago involving an island that wasn't being maintained. He then went on to address several issues, including Frontier Waste not picking up recycling for the past four weeks, city staff not assisting with complaints, lack of sidewalks and a bridge for children walking to/from school to ensure their safety, and the way the city handles their funding allocations.

Mayor Rodriguez asked Mr. Marquez to leave his contact information with the City Manager.

Josh Cortez, Seguin, Tx, Guadalupe County, introduced himself as a candidate for Congress for Texas 35th District and provided a brief synopsis of his credentials, experience, and background information for residents.

Mayor Rodriguez closed the Hearing of Residents at 6:21 p.m.

Consent Agenda Items

The Consent Agenda is considered self-explanatory and will be enacted by the Council with one motion. There will be no separate discussion of these items unless they are removed from the Consent Agenda upon the request of the Mayor or a Councilmember.

1. **Minutes** – Approval of the minutes from the City Council Meeting on October 21, 2025 (S.Edmondson/S.Courney)
2. **Resolution 25-R-151** – Authorizing a contract with Blackrock Construction for the IH-35 NEX sewer relocation project (B.James/K.Woodlee/E.Schulze)
3. **Resolution No. 25-R-152** – Authorizing a Task Order agreement with Halff Associates, Inc. for Inspection Services relating to the Relocation of Utilities for the IH-35 NEX Project (B.James/K.Woodlee/E.Schulze)
4. **Resolution 25-R-150** - Accepting the Motor Vehicle Crime Prevention Authority grant and authorizing expenditure of funds with Insight Public Sector, Inc and All Safe Industries (J.Lowery/H.Fahnert)
5. **Resolution 25-R-157** - Authorizing an agreement with Miovision Technologies for Opticom Intersection Preemption Services (S.Williams/J.Lowery)
6. **Resolution 25-R-160** – Authorizing an On-Call Pump & Motor Services Contract with Advanced Water Well Technologies, Kutscher Drilling, LTD, and Lonestar Armature (B.James/L.Busch/N.Ferris)
7. **Resolution 25-R-149** – Authorizing on-call materials contracts with Asphalt Patch Enterprises, Inc, Brauntex Materials, Inc, Express Metered Concrete LLC, and Vulcan Construction Materials LLC (B.James/L.Busch/N.Ferris)

Mayor Rodriguez asked if any item needed to be removed from Consent for separate action.

No items were removed.

Mayor Rodriguez asked for a motion to approve Consent Agenda Items #1 - 7.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Ben Guerrero,
Councilmember Allison Heyward

Other: Councilmember Robert Westbrook (ABSENT), Councilmember Place 7
(Vacant) (ABSENT)

Passed

Discussion and Action Items

8. **Nominations for the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors**

Mayor Rodriguez recognized City Secretary Sheila Edmondson who introduced the discussion item regarding nominations for the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors. Nominations are needed for three seats as follows:

1. Unexpired term of Councilmember Tim Brown ending December 31, 2028;
2. Term ending December 31, 2030; and
3. Ex-Officio position

Councilmember Westbrook has requested consideration for one of the seats.

Resolution will be brought forward on December 2, 2025, for Council nominations. Nominations must be submitted to SSLGC no later than December 3, 2025.

9. **Resolution 25-R-159 - Approving a Bond Order for Cibolo Creek Municipal Authority (S.Gonzalez/J.Walters)**

Mayor Rodriguez recognized Assistant City Manager Sarah Gonzalez, who provided the background information related to the Bond Order for Cibolo Creek Municipal Authority. The Bond is necessary for the expansion of the south plant treatment capacity, providing greater service to current residents and businesses as well as future development in the region.

Mayor Rodriguez opened the floor to Council for discussion.

No discussion occurred.

Mayor Rodriguez asked for a motion to approve Resolution 25-R-159.

Moved by Councilmember Michelle Watson, seconded by Councilmember Allison Heyward

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Ben Guerrero,
Councilmember Allison Heyward

Other: Councilmember Robert Westbrook (ABSENT), Councilmember Place 7
(Vacant) (ABSENT)

Passed

Public Hearings

- 10. Ordinance 25-S-046** - Conduct a public hearing and consider a request to rezone approximately 11.03 acres of land from Pre-Development District (PRE) to Agricultural District (AD), generally known as 7703 Trainer Hale Road, approximately 1,700 feet north from the intersection of Trainer Hale Road and IH-10, more specifically known as Bexar County Parcel Identification Number 339346, City of Schertz, Bexar County, Texas (B.James/L.Wood/W.Willingham)

Mayor Rodriguez recognized Planner William Willingham who introduced Ordinance 25-S-046, a request to rezone approximately 11.03 acres from Pre-Development District (PRE) to Agricultural District (AD). Mr. Willingham provided a map outlining the subject property. He explained the zoning restrictions under the AD designation. He stated 13 public notices were sent on September 19, 2025, with no responses received to date, and a public hearing notice was placed in the San Antonio Express on October 29, 2025. A sign was placed on the property by the applicant. The Planning and Zoning Commission met on October 1, 2025, and recommended approval with a unanimous vote. Due to the rural character of the surrounding area, the limited utility availability, and the increase in development standards resulting from the zone change, staff recommends approval of Ordinance 25-R-046.

The applicant was in attendance, but did not address Council.

Mayor Rodriguez opened the Public Hearing at 6:31 p.m.

No residents came forward to speak.

Mayor Rodriguez closed the Public Hearing at 6:31 p.m.

Mayor Rodriguez opened the floor to Council for discussion.

Councilmember Guerrero inquired about the length of time the current zoning had been in place. To which Mr. Willingham replied the zoning had been in place since the applicant purchased the property in 2013.

No further discussion occurred.

Mayor Rodriguez asked for a motion to approve Ordinance 25-S-046.

Moved by Councilmember Michelle Watson, seconded by Mayor Pro Tem Mark Davis

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson,
Councilmember Paul Macaluso, Councilmember Ben Guerrero,
Councilmember Allison Heyward

Other: Councilmember Robert Westbrook (ABSENT), Councilmember Place 7
(Vacant) (ABSENT)

Passed

11. **Ordinance 25-S-047-** Conduct a public hearing and consider a request to rezone approximately 32 acres of land from General Business District-II (GB-2) to Single-Family Residential District (R-2), known as Guadalupe Property Identification Number 64558, City of Schertz, Texas (B.James/L.Wood/D.Marquez).

WITHDRAWN BY APPLICANT- Public Hearing will be held / No Action will be taken by City Council

Ordinance 25-S-047 was withdrawn by the applicant so there was no presentation provided by staff.

Mayor Rodriguez opened the Public Hearing at 6:33 p.m.

No residents came forward to speak.

Mayor Rodriguez closed the Public Hearing at 6:34 p.m.

No Council discussion occurred.

No action was taken by Council.

Mayor Rodriguez recessed to Closed Session at 6:35 p.m.

Closed Session

12. The City Council will meet in closed session under Section 551.087 of the Texas Government Code, Deliberation Regarding Economic Development Negotiations; Closed Meeting. The governmental body is not required to conduct an open meeting (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect.

- Project: E-107

Mayor Rodriguez stated that discussion regarding Project E-107 began at 6:37 p.m. and ended at 6:56 p.m.

13. The City Council will meet in closed session in accordance with Section 551.072, Texas Government Code deliberation regarding the purchase, exchange, lease, or value of Real Properties for future roadways, roadway extensions, and roadway expansions; city facilities, drainage and detention; and general municipal uses.

Mayor Rodriguez stated that discussion regarding the purchase, exchange, lease, or value of Real Properties for future roadways, roadway extensions, and roadway expansions; city facilities, drainage and detention; and general municipal uses began at 6:57 p.m. and ended at 7:28 p.m.

Reconvene into Regular Session

Mayor Rodriguez reconvened to Regular Session at 7:32 p.m.

14. Take any action based on discussion held in Closed Session under Agenda Item #12.

Mayor Rodriguez read Resolution 25-R-158 into the record and asked for a motion to approve.

Moved by Councilmember Allison Heyward, seconded by Councilmember Michelle Watson

AYE: Mayor Pro Tem Mark Davis, Councilmember Michelle Watson, Councilmember Paul Macaluso, Councilmember Ben Guerrero, Councilmember Allison Heyward

Other: Councilmember Robert Westbrook (ABSENT), Councilmember Place 7 (Vacant) (ABSENT)

Passed

15. Take any action based on discussion held in Closed Session under Agenda Item #13.

No action was taken on Agenda Item #13.

Information available in City Council Packets - NO DISCUSSION TO OCCUR

16. Monthly Update - Major Projects in Progress/CIP (B.James/K.Woodlee)

17. Check Report - September and October 2025 (S.Gonzalez/J.Walters)

Requests and Announcements

- Requests by Mayor and Councilmembers for updates or information from Staff

No requests by Mayor or Councilmembers for updates or information from Staff.

- Requests by Mayor and Councilmembers that items or presentations be placed on a future City Council agenda

Mayor Pro Tem Davis requested a presentation regarding signage in easements, specifically temporary or movable signs related to easements.

Councilmember Guerrero requested a discussion item regarding a memorial for Councilmember Tim Brown.

City Manager Steve Williams stated both of these items and the 4th of July Jubilee item requested by Councilmember Macaluso previously are on the agenda for the Council Workshop scheduled for December 2, 2025, at 5:00 p.m.

- City and Community Events attended and to be attended (Council)

Councilmember Macaluso attended the TML Conference and the Veterans Day Ceremony.

Councilmember Guerrero attended the TML Conference, Historical Preservation Society Meeting, the Thanksgiving luncheon, and the Veterans Day Ceremony.

Councilmember Heyward attended the Southern Municipal Conference in Virginia, TML Annual Conference, Animal Advisory Board meeting, the Veterans Day Ceremony, and the Little Gym Ribbon-cutting. In December, I may miss a council meeting to attend the American City and County Exchange Conference in Ft. Worth.

Adjournment

Mayor Rodriguez adjourned the meeting at 7:38 p.m.

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Purchasing & Asset Management
Subject: Resolution 25-R-136 - Authorizing an Interlocal Agreement with the Schertz Youth Soccer Association for cooperative purchasing services (S.Gonzalez/J.Kurz/D.Ellenburg/L.Shrum)

BACKGROUND

The Schertz Youth Soccer Association (SYSA) is currently managing the Schertz Soccer Complex on behalf of the City. SYSA has requested the City's assistance in facilitating the Public Procurement process to ensure transparency and to obtain high quality vendors and the best rate. The purpose of cooperative purchasing groups is to obtain the benefits and efficiencies that can accrue to members, comply with State bidding requirements, and identify qualified vendors of commodities, goods, and services. The City of Schertz currently utilizes several major purchasing cooperatives. Authority for such is granted under Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," and provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment." Simply, purchasing cooperatives allow for substantial savings to be realized by volume purchasing of specific commodity items. This agreement would allow SYSA to utilize existing City contracts as well as, at the request of SYSA, allow the City to assist with the procurement process. Additionally, the SYSA Board voted to approve to move this item forward at their November meeting.

GOAL

To allow the Schertz Youth Soccer Complex (SYSA) to utilize existing City contracts as well as allowing the City to facilitate the public procurement process on behalf of SYSA.

COMMUNITY BENEFIT

Purchasing cooperatives assist local governments in reducing costs through volume purchasing.

SUMMARY OF RECOMMENDED ACTION

Staff recommends Council approval resolution 25-R-136 authorizing an interlocal agreement between the City and Schertz Youth Soccer Association (SYSA).

RECOMMENDATION

Approval of Resolution 25-R-136

Attachments

Resolution 25-R-136 with attachments

RESOLUTION NO. 25-R-136

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN INTERLOCAL AGREEMENT WITH SCHERTZ YOUTH SOCCER ALLIANCE FOR COOPERATIVE PURCHASING SERVICES

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purposes of the Interlocal Cooperation Act; and

WHEREAS, Subchapter C, Chapter 791.025 of the Texas Government Code, provides in relevant parts as follows:

- (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.
- (b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.
- (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

WHEREAS, Subchapter F, Chapter 271.102 of the Texas Local Government Code, "Cooperative Purchasing Program Participation," provides that a local government may participate in a cooperative purchasing program with other local governments or a local cooperative organization established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services or equipment; and

WHEREAS, the City of Schertz desires to enter into a contract with Schertz Youth Soccer Alliance (SYSA) to participate in a purchasing cooperative;

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

Section 1. The City Council hereby authorizes execution and delivery of the Interlocal Agreement with Schertz Youth Soccer Alliance in substantially the form set forth in Exhibit A.

- Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.
- Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.
- Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.
- Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____ 20_____.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit A

ILA with Schertz Youth Soccer Alliance

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS
AND THE SCHERTZ YOUTH SOCCER ALLIANCE FOR COOPERATIVE
PURCHASING SERVICES**

This Interlocal Agreement regarding Cooperative Purchasing Services (the “Agreement”) is entered into between the City of Schertz, Texas, a Texas municipal corporation (the “City”), and the Schertz Youth Soccer Alliance, a nonprofit organization of the State of Texas (“SYSA”), acting by and through its Board of Commissioners pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and SYSA are collectively referred to herein as the “Parties” and are each a “Party”.

Pursuant to the authority granted by the Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, the Schertz Youth Soccer Association agrees to reimburse the City for all expenses related to the performance of governmental functions hereunder; and,

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I. Terms

- 1.1 SYSA hereby makes, constitutes and appoints the City its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids).
- 1.2 The City will maintain a listing of Annual Contracts which are available for local entities use.
- 1.3 The City will forward a copy of requested Annual Contract to the requesting entity.
- 1.4 SYSA agrees that the City shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by the City according to its usual bidding

procedures and in accordance with applicable State statutes

- 1.5 SYSA agrees that all specifications for selected items shall be determined by the City.
- 1.6 SYSA agrees to pay the supplier for all goods, equipment and products pursuant to this Agreement. The successful bidder or bidders shall bill SYSA directly for all items purchased, and SYSA shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

II. Binding Effect; Benefiting Parties

- 2.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either Party without first obtaining the written consent of the other Party.
- 2.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

III. Governmental Functions; Liability; No Waiver of Immunity or Defenses

- 3.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
 - 3.1.1 The services provided for herein are governmental functions, and the City and SYSA shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.
 - 3.1.2 The relationship of SYSA and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.
 - 3.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the Parties.
- 3.2 The City shall have no liability whatsoever for the actions of, or failure to act by, any employees, agents, representatives, or assigns of SYSA in connection with the Agreement, and SYSA covenants and agrees, to the extent permitted by law, that SYSA shall be solely responsible, as between SYSA and the City, for and with respect to any claim or cause of action arising out of or with respect to any act, omission, or failure to act by SYSA or its respective employees, agents, representatives, or assigns, in connection therewith.
- 3.3 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third

party the right to any claim or cause of action, and neither the City nor SYSA shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

- 3.4 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

IV. Notices

- 4.1 All correspondence and communications concerning this Agreement shall be directed to:

CITY: City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

SYSA: Schertz Youth Soccer Alliance

Schertz, Texas 78154
Attn: Chairman of the Board

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

V. Severability

- 5.1 If any provision of this Agreement shall be deemed void or invalid, such provision shall be severed from the remainder of this Agreement, which shall remain in force and effect to the extent that it does not destroy the benefit of the bargain.

VI. Entire Agreement

- 6.1 This Agreement is the entire agreement between the City and SYSA as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VII. Governing Law; Venue

- 7.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Guadalupe County, Texas. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the State Authority Court of Guadalupe County, Texas. The Parties agree to submit to the jurisdiction of said court.

VIII. Term and Termination

- 8.1 This Agreement shall be for an initial term of three (3) years with an option to extend for an additional three (3) year term upon request by SYSA and approval by the City. This Agreement shall be in effect from the date of execution and may be terminated by either party to the Agreement upon written thirty (30) days' notice prior to cancellation.

[Signatures and acknowledgements on the following pages]

SIGNATURE PAGE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SCHERTZ, TEXAS AND
THE SCHERTZ YOUTH SOCCER ALLIANCE FOR COOPERATIVE PURCHASING
SERVICES

The Parties hereto have executed this Agreement as of the dates set forth below to be effective as of the Effective Date.

CITY OF SCHERTZ, TEXAS

By: _____
Steve Williams
City Manager

Date: _____

SCHERTZ YOUTH SOCCER ALLIANCE

By: _____
_____,
Chairman of the Board

Date: _____

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Engineering
Subject: Resolution 25-R-163 - Approving a Utility Service Extension Request for Old Wiederstein Commercial Subdivision (B.James/K.Woodlee)

BACKGROUND

When a property within the City Limits of the City of Schertz is proposed for development and is within the City's area of Certificate of Convenience and Necessity (CCN), the connection to the City's water and/or wastewater utilities is reviewed and processed through established procedures of the platting process. When the platting requirement for a property falls under a different jurisdiction than the City at the time of development, approval of a request for utility service is required in accordance with Section 21.4.11 of the Unified Development Code (UDC). According to the UDC, authority to approve the request lies with City Council. Once approved, the developer may submit for permits to construct the necessary improvements in order to be served by the City's utility infrastructure.

The proposed development is approximately 14 acres within the City Limits of Cibolo, situated on the south side of Old Wiederstein Road just west of FM 1103. The developer proposes to construct a six-lot commercial subdivision with lot sizes ranging from 1.51 to 3.92 acres generating a nominal amount of wastewater flow and desires to connect to public water and wastewater systems. Staff has evaluated the request based on existing wastewater facilities, flows expected to be generated by the proposed development, the projection of other future flows from the vicinity, and other potential service configurations for the proposed development. Adequate capacity in the wastewater collection system currently exists to serve the development. The following criteria should be considered for final action determination.

1. Whether the proposed development to be served by the extension is consistent with the Comprehensive Land Plan.
The property lies adjacent to areas designated as Local Corridor. The proposed development would be appropriate in this area.
2. Whether the extension is proposed to be constructed in accordance with all applicable City ordinances, resolutions, regulations, and standards.
The utility connections will be constructed in accordance with applicable City standards.
3. Whether it is feasible to annex the property, and any intervening property which is needed for utility rights-of-way, into the City.
This criterion is not applicable as the property is directly adjacent to the City Limits of Schertz and is within the City Limits of Cibolo.
4. Whether the utility extension would compromise the City's ability to timely provide adequate water or wastewater facilities to property inside the City.
The proposed connections are not expected to compromise the City's ability to provide timely and adequate water or wastewater facilities to property inside the City Limits.
5. Whether the utility extension will lead to premature development that cannot be served efficiently

and timely by roadway, drainage, or park facilities.

The proposed connections will not lead to premature development that cannot be served by existing roadway, drainage, or park facilities.

6. Whether the utility extension is financially feasible given the proposed means of financing the extension.

The proposed connections will be paid for by the developer.

7. Whether the utility extension will lead to significant degradation of water quality or other environmental resources, either from construction of the water or wastewater improvements, development of the property owner's land, or development of other land that may be served through the extended facilities.

The proposed connections are not expected to lead to significant degradation of environmental resources.

8. Whether the property owner proposes to extend wastewater facilities without utilizing City water facilities.

The property lies predominantly in the water CCN of Green Valley Special Utility District (GVSUD) and there is a GVSUD water main along the frontage of the property to which the owner proposes to connect. City Staff will work with the City of Cibola to arrange for correct tracking of water connections to ensure that wastewater is properly billed.

9. The extent to which the proposed agreement promotes the health, safety, or general welfare of the City and the safe, orderly, efficient and healthful development of the City.

By following City standards, the connections and proposed development of the property are not expected to jeopardize the safe, efficient, and healthful development of the City.

RECOMMENDATION

Approve Resolution 25-R-163

Attachments

Resolution 25-R-163

Utility Service Extension Request

RESOLUTION 25-R-163

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, APPROVING A UTILITY SERVICE EXTENSION REQUEST FOR WASTEWATER UTILITIES TO THE PROJECT KNOWN AS THE OLD WIEDERSTEIN COMMERCIAL SUBDIVISION

WHEREAS, the City of Schertz (the “City”) provides retail wastewater service under a Certificate of Convenience and Necessity (CCN) issued by the Public Utility Commission of Texas (PUC) to certain areas in Guadalupe County; and

WHEREAS, the property on the south side of Old Wiederstein Road west of FM 1103 is outside the City Limits of the City of Schertz but within the City’s wastewater CCN; and

WHEREAS, the developer of the property at 21001 Old Wiederstein Road proposes a project known as the Old Wiederstein Commercial Subdivision and has submitted a Utility Service Extension Request to be served by City of Schertz wastewater while being located within the City Limits of Cibolo; and

WHEREAS, the City Council has determined that the criteria for approval of the Utility Service Extension Request as set forth in the Unified Development Code (UDC) Section 21.4.11 are being met.

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

Section 1. The City Council hereby approves the Utility Service Extension Request for the project known as the Old Wiederstein Commercial Subdivision thereby allowing the submittal of applications for and construction of connections to City of Schertz wastewater utilities from the commercial properties within the subdivision.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

November 14, 2025

City of Schertz
1400 Schertz Parkway
Schertz, Texas 78154

Re: Old Wiederstein Commercial Subdivision
Letter of Intent for Service Extension Request for Sanitary Sewer

To whom it may concern:

This letter serves as a formal request for a Sanitary Sewer Service Extension from the City of Schertz for the proposed Old Wiederstein Commercial Subdivision. The project site is located at 21001 Old Wiederstein Rd, Cibolo, TX 78108 and consists of subdividing the parent tract into six commercial lots ranging from 1.51 acres to 3.92 acres.

Although the property is located outside the City of Schertz's city limits and ETJ, the City's sanitary sewer system has been identified as the only feasible service provider capable of supporting the proposed development. Alternative providers including Green Valley SUD and the City of Cibolo were evaluated and determined unable to provide sanitary sewer service to this site.

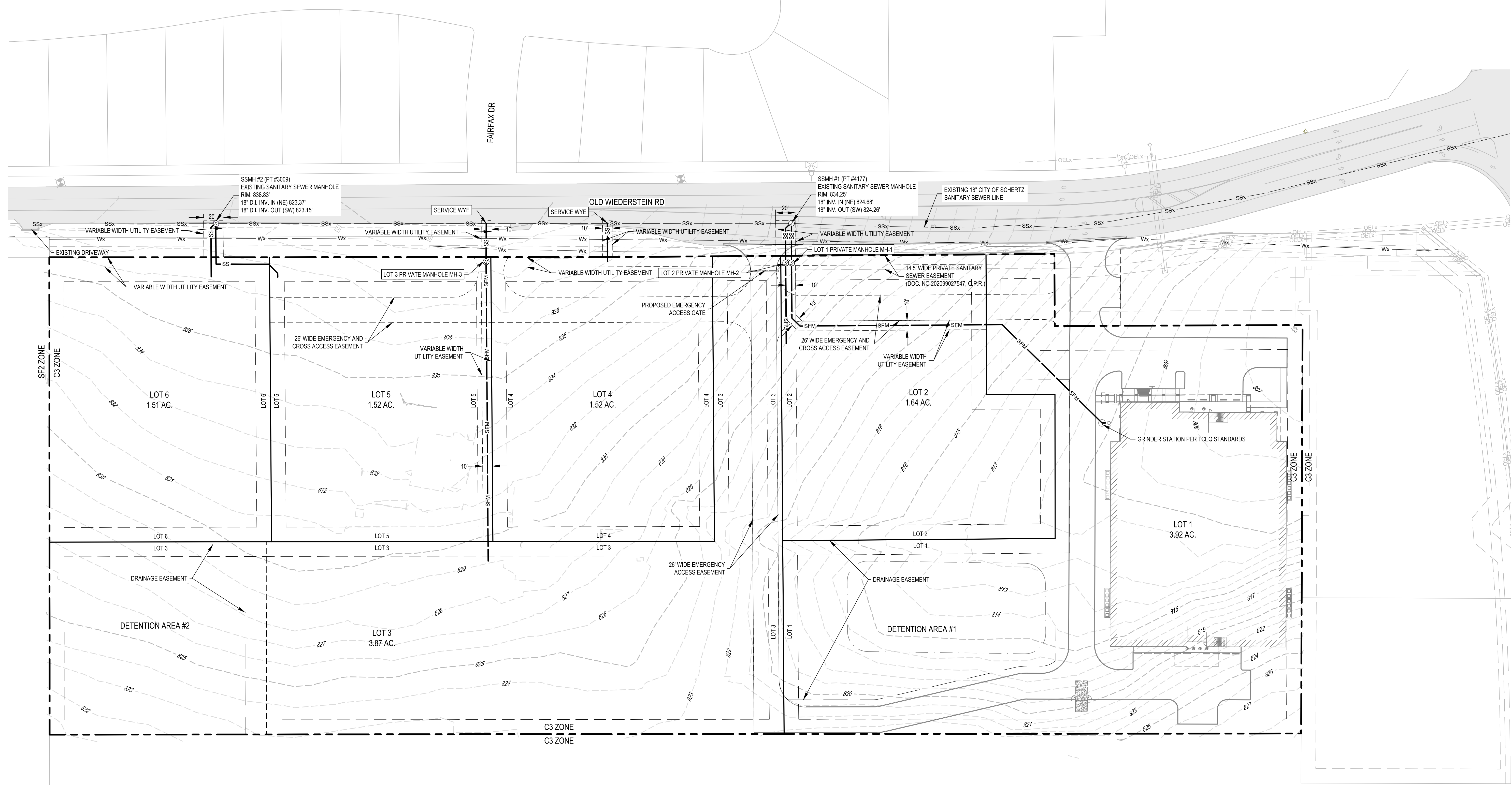
The proposed sanitary sewer connection for the commercial subdivision will be designed and constructed in full accordance with City of Schertz standards, ordinances, and regulations. We anticipate no adverse impacts to the existing utility infrastructure, and all appropriate engineering and construction measures will be implemented to ensure full compliance and system integrity.

Should you or your staff have any questions, comments, or require additional information, please do not hesitate to contact me at your convenience.

Sincerely,
MatkinHoover Engineering & Surveying
TBPE Firm Registration No. F-4512

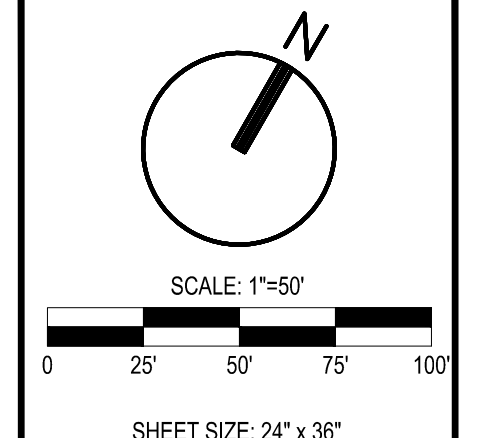


Matt Hubble
Assistant Project Manager



LEGEND

PROPERTY BOUNDARY	---
EXISTING 5' CONTOUR	--- 810 ---
EXISTING 1' CONTOUR	--- 809 ---
EXISTING WATER LINE	Wx
EXISTING SEWER LINE	SSx
PROPOSED GRAVITY SEWER LINE	SS
PROPOSED SEWER FORCE MAIN	SFM
BUILDING SETBACK LINE	---
VARIABLE WIDTH UTILITY EASEMENT	---



This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of Kenneth B. Kolacny, Registered Professional Engineer, State of Texas. Registration No. 86300. DATE: NOVEMBER 2025

REVISIONS:

MATKIN-HOOVER
ENGINEERING & SURVEYING
ROBINE J. HOOPER, P.E.
8 SPENCER ROAD, SUITE 100, BOHNE, TEXAS 78006 | OFFICE 830.249.0600
TYPE FIRM REGISTRATION F-104312 | TYPE FIRM REGISTRATION F-1065400
CIVIL ENGINEERS | SURVEYORS | LAND PLANNING | CONSTRUCTION MANAGEMENT | CONSULTANTS

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

LOTS 1-6 SANITARY SEWER LAYOUT EXHIBIT
FOR
CIBOLO SELF STORAGE
CIBOLO, TEXAS

**OLD WIEDERSTEIN COMMERCIAL
SUBDIVISION**

EX A

JOB NO.	3402.01
DESIGNED BY:	MR / BY
DRAWN BY:	MV / RV
CHECKED BY:	KK
SHEET #	

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Fire Department
Subject: Resolution 25-R-164 - Authorizing a Memorandum of Understanding (MOU) with Texas Division of Emergency Management (TDEM) as it relates to the Texas Emergency Management Assistance Teams (TEMAT) Program (S.Williams/G.Rodgers)

BACKGROUND

The City of Schertz currently has multiple Memorandums of Understanding (MOU) signed with the Texas Division of Emergency Management to participate in programs such as the Texas Intrastate Fire Mutual Aid System (TIFMAS), Emergency Medical Task Force (EMTF), and more that fall under the Texas Emergency Management Assistance Teams (TEMAT) umbrella. These agreements are signed between the individual employee (with supervisor authorization), city management, and the Texas Division of Emergency Management (TDEM).

This new Memorandum of Understanding (MOU) removes the need for an MOU to be signed each time an employee of the City of Schertz wants to participate under the umbrella of TEMAT by creating an agreement with the city versus the individual employee. If agreed upon, any employee wishing to participate within a TEMAT organization will only require supervisor authorization and application requirements for the specific organization the employee is applying for.

Texas Emergency Management Assistant Teams (TEMAT) Overview:

In 2014, the State of Texas established the Texas Emergency Management Assistance Teams (TEMAT), specialized response teams composed of local jurisdictional and state resources. These discipline-specific teams are rostered and trained together before deployment, enabling high-level engagement and incident response. Their structure allows them to serve as a force multiplier in disaster operations.

TEMAT is comprised of the following teams:

- **Incident Support Task Force (ISTF)** - A Texas Division of Emergency Management (TDEM) asset that provides expertise across multiple areas of response and recovery. The ISTF is made up of local emergency management professionals.
- **State of Texas Incident Management Team (IMT)** - A TDEM asset that supplies position-specific personnel to support emergency operations under the Incident Command System. Membership includes both local and state emergency management professionals.
- **Public Works Response Team (PWRT)** - A Texas A&M Engineering Extension Service (TEEX) asset that delivers critical infrastructure support, staffed by local public works specialists.
- **Texas A&M Task Force 1 (TX-TF1)** - A TEEX asset that provides search and rescue capabilities, comprised of local first responders.
- **Texas Intrastate Fire Mutual Aid System (TIFMAS)** - A Texas A&M Forest Service (TFS)

asset that delivers wildland firefighting and fire department support, comprised of local and state firefighting personnel and equipment.

GOAL

Ensure the City of Schertz, Texas can immediately access specialized, external resources needed to sustain critical operations by participating in these programs ourselves. This means if our public safety departments are tied up, we can call for Texas Emergency Management Assistance Teams (TEMAT) once all mutual-aid, and county resources have been utilized during a disaster. This further enhances safety and quality of life.

Use TEMAT's standardized framework to achieve 100% federal audit compliance on all deployed mutual aid resources. TEMAT resources are pre-vetted and track costs using the standardized methods required for FEMA Public Assistance (PA) reimbursement. This protects the city by ensuring taxpayer funds are maximized, and we can recover a predictable percentage of disaster costs from the state and federal government by putting these principles to practice.

Ensure that if we have to send our personnel to help another jurisdiction, or if we receive aid, there is zero confusion on the incident scene. This pre-built trust and standardization saves valuable time; time that translates directly into saving lives and property. This participation solidifies Schertz's reputation as a reliable and proactive regional partner, strengthening our overall mutual aid network and increasing the speed and effectiveness of our entire response.

COMMUNITY BENEFIT

By participating in Texas Emergency Management Assistance Teams (TEMAT), we transform the uncertainty of a disaster into a pre-planned, budgeted, and compliant operational process.

SUMMARY OF RECOMMENDED ACTION

Staff recommends entering into this MOU with TDEM to establish the financial and operational protocols for requesting aid and providing aid, ensuring that all resource exchanges are pre-authorized and legally sound. It confirms that the City of Schertz, Texas accepts the standardized procedures for resource documentation.

RECOMMENDATION

Authorize the City Manager to execute the MOU with TDEM for participation with the Incident Support Task Force (ISTF), State of Texas Incident Management Team (IMT), Public Works Response Team (PWRT), Texas A&M Task Force 1 (TX-TF1), Texas Intrastate Fire Mutual Aid System (TIFMAS), and any other program added under the umbrella of the Texas Emergency Management Assistance Teams (TEMAT).

Attachments

Resolution 25-R-164 with attachments

TEMAT MOU Overview

RESOLUTION 25-R-164

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM)

WHEREAS, the City of Schertz recognizes the critical importance of regional mutual aid to ensure the sustained capability of its public safety and critical infrastructure departments (Police, Fire, EMS, and Public Works) during and after a major disaster or catastrophic event; and

WHEREAS, the Texas Government Code, Chapter 418 (Emergency Management), grants political subdivisions the authority to enter into interjurisdictional mutual aid agreements to facilitate the sharing of personnel, resources, and equipment; and

WHEREAS, the Texas Government Code, Chapter 421 (Homeland Security), mandates coordination among state and local entities to protect life, property, and the economy from all hazards, which is supported by a robust mutual aid system; and

WHEREAS, the Texas Emergency Management Assistance Teams (TEMAT) program provides a standardized, pre-authorized mechanism, facilitated by the Texas Division of Emergency Management (TDEM), for the City to request and provide emergency resources to and from partner jurisdictions across the state; and

WHEREAS, participation in the TEMAT program ensures that all resources received or provided are tracked using federal compliant financial and administration protocols, thereby maximizing the City's eligibility for FEMA Public Assistance reimbursements following a disaster declaration; and

WHEREAS, the City Council finds that authorizing City employees to participate in TEMAT, both as receiving and deploying resources, is a necessary and financially prudent measure to enhance the City's overall operational resilience and readiness.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Memorandum of Understanding (MOU) with the Texas Division of Emergency Management (TDEM) to facilitate the participation of City of Schertz employees and resources in the Texas Emergency Management Assistance Teams (TEMAT) program, substantially as set forth in Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

MOU with TDEM to participate in Texas Emergency Management Assistance Teams (TEMAT) Program

Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer _____ (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. **RESPONSIBILITIES**

- A. TDEM shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
 2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
 3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
 4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
 5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
 6. Develop, implement, and exercise an internal notification and call-out system for Members.
 7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
 8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
 9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
 10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
 11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Administrators/Jurisdiction
 - 1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
 - 2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

XI. POINTS OF CONTACT

	TDEM	TEMAT Coordinator
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

Jurisdiction

Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
 Name: W. Nim Kidd
 Title: Chief, Texas Division of Emergency Management
 Date: _____

JURISDICTION

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



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

TEMAT Overview

In 2014, the State of Texas established the Texas Emergency Management Assistance Teams (TEMAT), specialized response teams composed of local jurisdictional and state resources. These discipline-specific teams are rostered and trained together before deployment, enabling high-level engagement and incident response. Their structure allows them to serve as a force multiplier in disaster operations.

TEMAT is comprised of the following teams:

- **Incident Support Task Force (ISTF)**– A Texas Division of Emergency Management (TDEM) asset that provides expertise across multiple areas of response and recovery. The ISTF is made up of local emergency management professionals.
- **State of Texas Incident Management Team (IMT)**– A TDEM asset that supplies position-specific personnel to support emergency operations under the Incident Command System. Membership includes both local and state emergency management professionals.
- **Public Works Response Team (PWRT)**– A Texas A&M Engineering Extension Service (TEEX) asset that delivers critical infrastructure support, staffed by local public works specialists.
- **Texas A&M Task Force 1 (TX-TF1)**– A TEEX asset that provides search and rescue capabilities, comprised of local first responders.
- **Texas Interstate Fire Mutual Aid System (TIFMAS)**– A Texas A&M Forest Service (TFS) asset that delivers wildland firefighting and fire department support, comprised of local and state firefighting personnel and equipment.



TEMAT Memorandum of Understanding (MOU) Process

1. Local Jurisdiction Request for MOU

A taxing entity, which includes City, County, ESD, and ISD's may request to complete a TEMAT Memorandum of Understanding with the state. To begin, please contact your **ISTF Regional Coordinator, TDEM CLO, or TDEM District Chief**.

2. Local Jurisdictional ID (JID)

Once initiated, you will receive a **TEMAT MOU passcode** (specific to your jurisdiction) along with a link to the [TEMAT MOU Submission Form](#).

3. MOU Execution

Using the Submission Form:

- Select your jurisdiction (City, County ESD, ISD, Tribal).
- Enter your **MOU passcode ("pin")**. You must request this from your ISTF Regional Coordinator, TDEM CLO, or TDEM District Chief.
- Provide your full name.
- Choose your preferred signature method: **DocuSign** or **Hardcopy**.

4. DocuSign Option

- Review the populated TEMAT MOU.
- Check and initial each TEMAT Program your jurisdiction will participate in.
- Enter your contact information.
- Select **"Save/Continue"** to proceed to DocuSign and execute the MOU.

5. Hardcopy Option

- Enter your email address to download the MOU.
- Complete and sign the form.
- Upload the signed document back into the [TEMAT MOU Submission Form](#).

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Engineering
Subject: Resolution 25-R-165 – Authorizing a change order to the construction contract with Thalle Construction Co., Inc., relating to the Woman Hollering Creek Wastewater Project (B.James/K.Woodlee)

BACKGROUND

The Woman Hollering Creek Wastewater Trunk Main and Lift Station Project (WHC WW Project) is part of the City's effort to establish and expand public wastewater collection and conveyance service to the southern portion of Schertz. With Resolution 21-R-106 City Council authorized a construction contract for \$10,567,170 and a not to exceed expenditure threshold of \$11,100,000 with Thalle Construction Co., Inc. (Thalle).

During startup of the new Woman Hollering Creek Wastewater Lift Station, it was noticed that an error had been made related to the installation of the main disconnect between CPS power and the lift station electrical system. Because the facility is within a regulated floodplain, all electrical equipment is required to be installed to a particular elevation. Without being recognized, the main disconnect assembly was not elevated as required. This was an oversight on the part of all parties involved in the project. In order to correct the situation, the contractor and their electrical subcontractor will construct a foundation and steel platform and will reroute the electrical conduit and cables and reinstall the disconnect panels at the appropriate elevation. The contractor proposes to perform the work with no overhead charges or markup of the electrical subcontractor.

The project is near completion and 13 change orders over the course of the multi-year project increased the contract amount to \$11,099,041.59. The amount of this change order is \$129,406.06 which will increase the total contract amount to \$11,119,546.59 - exceeding the previously authorized not to exceed amount by just under \$19,546.59.

GOAL

The goal of this resolution is for City Council to authorize the execution of a change order to the construction contract for the Woman Hollering Creek Wastewater Project with Thalle Construction Co., Inc., for \$129,406.06 and increase expenditures with Thalle to an amount not to exceed \$11,200,000.

COMMUNITY BENEFIT

The Woman Hollering Creek Wastewater Project in southern Schertz provides wastewater conveyance capacity for existing and new development in the Woman Hollering Creek sewershed. This project is providing the initial flow of wastewater to the CCMA southern water reclamation plant. Approval of this change order will allow for a correction of the location and configuration of the main disconnect for the lift station to comply with electrical and floodplain regulations. A properly elevated installation increases the protection and resiliency of the lift station which is a critical part of the City's wastewater infrastructure. This is in direct support of the City's

strategic goal of infrastructure investment — particularly the objective of development and maintenance of wastewater infrastructure.

SUMMARY OF RECOMMENDED ACTION

Staff recommends that Council approve Resolution 25-R-165 to authorize execution of the change order to the construction contract for the Woman Hollering Creek Wastewater Project with Thalle Construction Co., Inc., for \$129,406.06 and authorize a revised not to exceed expenditure amount of \$11,200,000.

FISCAL IMPACT

The not to exceed amount previously authorized with Resolution 21-R-106 was \$11,100,000. The change order being authorized by Resolution 25-R-165 increases that not to exceed amount to \$11,200,000. Funds for the additional amount are included in the capital improvement plan project budget and are available in the wastewater capital recovery fund.

RECOMMENDATION

Approve Resolution 25-R-165.

Attachments

Resolution 25-R-165 with attachments
CIP Project Sheet and Map

RESOLUTION 25-R-165

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS, AUTHORIZING A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH THALLE CONSTRUCTION CO., INC., RELATING TO THE WOMAN HOLLERING CREEK WASTEWATER PROJECT

WHEREAS, the City of Schertz (the “City”) previously authorized a construction contract with a base amount of \$10,567,170 and a not to exceed expenditure of \$11,100,000 with Thalle Construction Co., Inc., (Thalle) for construction of the Woman Hollering Creek Wastewater Project; and

WHEREAS, change orders to the contract have been approved in an amount that has increased the base contract to \$11,099,041.59 (less than the previously authorized not to exceed amount); and

WHEREAS, City Staff recommends approval of an additional change order for \$129,406.06 to elevate the main disconnect at the lift station of the project; and

WHEREAS, the City Council has determined that it is in the best interest of the City to approve the change order, increase the construction contract amount, and establish a new not to exceed expenditure amount.

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

Section 1. The City Council hereby approves the proposed change order to the construction contract with Thalle attached as Exhibit A for the Woman Hollering Creek Wastewater Project, thereby increasing the base contract to \$11,119,546.59, and authorizes expenditures with Thalle not to exceed \$11,200,000.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be

valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

EXHIBIT A

Change Order with Thalle Construction Co., Inc related to the Woman Hollering Creek Wastewater Project

Date of Issuance: November 18, 2025	Effective Date: Nov 18, 2025
Owner: City of Schertz	Owner's Contract No.: 2021-009
Contractor: Thalle Construction Company, Inc.	Contractor's Project No.: 2107102
Engineer: Cobb, Fendley & Associates, Inc.	Engineer's Project No.: 1512-043-01
Project: Woman Hollering Creek Sanitary Sewer Project	Contract Name: Woman Hollering Creek Sanitary Sewer Project

The Contract is modified as follows upon execution of this Change Order:

- Contractor shall construct a cast-in-place reinforced concrete pad (17.5 ft Long by 6 ft Wide by 8 in Thick) adjacent to the MCC Enclosure and Canopy Pad and install a galvanized steel platform with steps and handrails for personnel access to the relocated Main Service Power Disconnect at the Woman Hollering Creek Lift Station Facility as reviewed and approved by the Local Electric Utility Provider (CPS). Contractor's proposed costs for completion of this work WILL NOT include any profit margin, as acknowledged by all interested parties.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 10,566,650.00</u>	Original Contract Times: Substantial Completion: <u>January 11, 2023</u> Ready for Final Payment: <u>February 10, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>13</u> : <u>\$ 402,465.53</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>13</u> : Substantial Completion: <u>81</u> Ready for Final Payment: <u>81</u> days
Contract Price prior to this Change Order: <u>\$ 10,969,115.53</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 2, 2023</u> Ready for Final Payment: <u>May 3, 2023</u> days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 129,406.06</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 11,098,521.59</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 2, 2023</u> Ready for Final Payment: <u>May 3, 2023</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u><i>Juis R Santos</i></u> Engineer (if required)</p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>11/18/2025</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: <u>City Engineer</u></p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Title: <u>Project Manager</u></p> <p>Date: _____</p>
---	--	---

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



CONTRACT MODIFICATION PROPOSAL

PROJECT INFORMATION

Project Name: Woman Hollering Creek
 Project No.: 2021-09
 Client Name: City of Schertz
 Location: Schertz, Texas
 Thalle Project No.: 21-371

PROPOSED BY

Thalle Construction Company
 10110 E FM 917
 Alvarado, TX 76009

PROPOSAL DETAILS

Build and install concrete pad (17.5' x 6' x 8") and galvanized steps for main power disconnect due to CPS requirements. No Thalle margin is included in this proposal

CONTRACTOR'S PROPOSAL

DESCRIPTION	AMOUNT
Direct Costs	
Labor	\$ 25,172.00
Material	\$ 46,302.00
Equipment	\$ 5,502.40
Subcontractor	\$ 50,517.26
*** all above pricing includes allowable markup	
Total Direct Costs	\$127,493.66
Contractor Markup (included in above values)	\$0.00
Subtotal	\$127,493.66
Bond	1.50% \$1,912.40
Subtotal	\$129,406.06
Total Cost of Change	\$129,406.06

Calendar Days Time Extension Required

Date



Cost Proposal No.

CP-04

Main Power Disconnect Relocation

TO: Thalle Construction

ATTN: Megan Suire

JOB NAME: Woman Hollering Creek **Date:** August 27, 2025

REFERENCE:

Alterman Job # 628200

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

<u>X</u>	Additional Amount of	<u>\$ 50,517.26</u>
<u> </u>	Deductive Amount of	\$ -
<u> </u>	No Change in Contract Amount	

This pricing is based on the following conditions:

X Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

15.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

This pricing is related to relocating the main power disconnect based on the conditionally approved drawings by CPS

X Complete pricing breakdown for our work is attached for your review.

Ashlyn Reininger
ALTERMAN REPRESENTATIVE

PROJECT: Women Hollering Creek
 JOB NUMBER: 628200

RFP-4: Wetwell Pump 1-4 Disconnect Relocation & Re-Feed						
ATTRIBUTES	DESCRIPTION	UNIT	U/M	UNIT PRICING	MATERIAL \$	LABOR HRS
	Excavation	40	FT	\$ -	\$0.00	6.97
	Sand - Yards	6	YD	\$ 45.00	\$270.00	6.97
	Backfill	40	FT	\$ -	\$0.00	4.84
3"	Conduit -PVC sched 40	120	FT	\$ 1.94	\$232.80	9.68
3"	Conduit -GRC Elbow	6	EA	\$ 275.00	\$1,650.00	11.33
3"	Connector - RMC Threaded Hub w/ Ground Lug Aluminum	6	EA	\$ 65.15	\$390.90	0.79
3"	GRC Grounding Bushing	3	EA	\$ 28.03	\$84.09	2.42
3"	FORM 7 LB Conduit Body - RMC Aluminum w/ Cover & Gasket	3	EA	\$ 533.21	\$1,599.63	13.07
3"	Conduit Body Cover - Aluminum	3	EA	\$ -	\$0.00	0.97
3"	Conduit Body Gasket - Malleable or Aluminum Neoprene	3	EA	\$ -	\$0.00	0.00
3"	RIGID GRC Nipple -	6	EA	\$ 26.07	\$156.42	2.48
6	Measure Cut & Thread Labor - RMC Aluminum	1	EA	\$ -	\$0.00	4.84
3"	Sleeve & Seal	3	EA	\$ 15.00	\$45.00	2.03
	Conduit Tags	3	EA	\$ 2.50	\$7.50	0.12
350kcmil	Crimp 2 hole Barrel lug	60	EA	\$ 8.71	\$522.60	9.97
350kcmil	Wire XHHW-2 - Copper	720	FT	\$ 12.66	\$9,115.20	9.97
#350	Power Termination Per Wire to 600V	60	EA	\$ -	\$0.00	5.81
3"	2-Piece Strut Clamp - RMC / IMC Stainless Steel	3	EA	\$ 2.04	\$6.12	3.24
1/4-20 x 1-3/8"	Sleeve Anchor w/ Acorn/Hex Head Nut - Stainless Steel 304	2	EA	\$ 3.45	\$6.90	0.19
3/8-16 x 1-7/8"	Sleeve Anchor w/ Acorn/Hex Head Nut - Stainless Steel 304	8	EA	\$ 4.55	\$36.40	3.48
	Lot Misc. 316ss Rack Hardware	1	lot	\$ 450.00	\$450.00	5.89
1-5/8" D	1-5/8" W Channel w/ Slotted Holes - Stainless Steel 316 12 Gauge 10' Lengths	60	FT	\$ 14.72	\$883.20	9.44
3/8-16 x Up to 1-5/8"	Channel Nut w/ Spring for 1-5/8" Wide Strut - Stainless Steel	20	EA	\$ 1.48	\$29.60	5.13
	Square Post Base 3-1/2" High for 1-5/8 x 1-5/8" Channel - Stainless Steel 316	2	EA	\$ 47.73	\$95.46	0.73
	3 Hole Flat Corner Plate	2	EA	\$ 23.54	\$47.08	0.24
	4 Hole Tee Plate	4	EA	\$ 19.26	\$77.04	2.77
	3 Hole Bent Corner Angle	2	EA	\$ 15.57	\$31.14	0.05
	Expendables Mag I BEAM Tungston Cutter	1	EA	\$ 1,200.00	\$1,200.00	12.10
	Demo & Clean Up	1	EA	\$ 1,330.00	\$1,330.00	45.00
	400A Fuse	3	EA	\$ 381.00	\$1,143.00	6.05
	Install NEMA 3R Fused Disconnect	1	EA	\$ 3,870.25	\$4,298.00	2.42
	Install CPS Meter & CT Enclosure	1	EA	\$ 150.00	\$150.00	6.05

MATERIAL LABOR
TOTALS **\$23,858.08** 195.04

This pricing is related to relocating the main power disconnect based on the conditionally approved drawings by CPS

CHANGE ORDER WORKSHEET
Alterman, Inc.

CP-04

Main Power Disconnect Relocation

JOB #: 628200
PREPARED BY: Ashlyn Reininger

DESCRIPTION OF WORK PERFORMED:

This pricing is related to relocating the main power disconnect based on the conditionally approved drawings by CPS

626500

Labor

<u>Position</u>	<u>Unit</u>	<u>Quantity</u>	<u>Labor Cost</u>		<u>Position Total</u>
			<u>Unit</u>	<u>Total</u>	
Project Manager	HR	3.0	\$85.00	\$255.00	\$255.00
Project Engineer	HR	2.0	\$55.00	\$110.00	\$110.00
Journeymen Electrician	HR	195.0	\$35.00	\$6,826.40	\$6,826.40
Field Superintendent	HR	19.5	\$45.00	\$877.68	\$877.68
<i>Per Diem / Fringe adder</i>	HR	0.0		\$0.00	\$0.00
Total Amount of Hours Labor Only		219.5	Total Labor Cost		\$8,069.08

Equipment

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Equipment</u>		<u>Item Total</u>
			<u>Unit</u>	<u>Total</u>	
Pickup Truck	HR	0.0	\$12.00	\$0.00	\$0.00
		0.0	\$0.00	\$0.00	\$0.00
Office Trailer	MN	0.0	\$500.00	\$0.00	\$0.00
Sanitary	MN	0.0	\$250.00	\$0.00	\$0.00
Small Rocksaw	HR	0.0	\$117.00	\$0.00	\$0.00
Volvo L110 Front End Loader	HR	0.0	\$134.40	\$0.00	\$0.00
Mini-Excavator	Week	1.0	\$1,973.00	\$1,973.00	\$1,973.00
Loader-Skid	HR	0.0	\$23.10	\$0.00	\$0.00
Trench Compactor	HR	8.0	\$85.00	\$680.00	\$680.00
Cat 315 CL Excavator	HR	0.0	\$179.00	\$0.00	\$0.00
Link Belt 110 Ton Crane	HR	0.0	\$324.00	\$0.00	\$0.00
Sky Trak Ext Forklift	HR	0.0	\$62.45	\$0.00	\$0.00
Cable Rental for 2 Weeks	LS	0.0	\$0.00	\$0.00	\$0.00
Compressor 185 cfm	HR	0.0	\$52.00	\$0.00	\$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	\$26.00	\$0.00	\$0.00
Equipment Delivery/Pickup	EA	4.0	\$150.00	\$600.00	\$600.00
		0.0	Total Equipment Cost		\$3,253.00

Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Material</u>		<u>Item Total</u>
			<u>Unit</u>	<u>Total</u>	
Misc Material from previous page	EA	1	\$23,858.08	\$23,858.08	\$23,858.08
			Total Material Cost		\$23,858.08

LABOR SUBTOTAL

\$8,069.08

<u>Company</u>	<u>Description of Work to be Performed</u> (Supporting Information Attached)	<u>Item Total</u>
	Total Subcontractor Cost	\$0.00
	TOTAL	\$35,180.16

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
Main Power Disconnect Relocation
CP-04

Prepared by: Ashlyn Reininger
 Date: 8/27/2025

A	B	C	D
Item No.	Description	Units	UM
1.00	LABOR	1	LS
1.10	DJE PROJECT EXPENDABLES 4.2% of Labor	1	LS
2.00	MATERIALS	1	LS
2.10	MATERIAL WASTE 3.5% Material	1	LS
3.00	EQUIPMENT	1	LS
4.00	SUBCONTRACTORS	1	LS
6.00	BURDEN 43.7% of Labor	1	LS

E	F	G	H	I	J	K	L	M	N	O
Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
\$ 8,069.08	\$ 8,069.08							\$ -	\$ -	\$ 8,069.08
<i>Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests</i>										
\$ 338.90	\$ 338.90							\$ -	\$ -	\$ 338.90
		\$ 23,858.08	\$ 23,858.08					\$ -	\$ -	\$ 23,858.08
		\$ 835.03	\$ 835.03					\$ -	\$ -	\$ 835.03
				\$ 3,253.00	\$ 3,253.00			\$ -	\$ -	\$ 3,253.00
						\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
\$ 3,526.19	\$ 3,526.19							\$ -	\$ -	\$ 3,526.19

COLUMN SUBTOTALS	
Fee for work by Subcontractor	0.0%
Profit	5.0%
Overhead	10.0%

\$ 11,934.17	\$ 24,693.11	\$ 3,253.00	\$ -	\$ 42,880.28
				\$ -
				\$ 2,144.01
				\$ 4,502.43

SUBTOTAL CHANGE ORDER AMOUNT	\$ 49,526.73
Bond and Insurance 2.0%	\$ 990.53
GRAND TOTAL CHANGE ORDER AMOUNT	\$ 50,517.26



PROPOSAL



Hill Country Steel
13638 I.H. 10 East #2
Converse, Texas 78109

Phone (210) 667-9737
Fax (210) 667-9227
www.hillcountrysteel.com

Proposal Submitted To: Thalle Construction Company Date: 8-6-25

Job Location: 13825 I-10 East 78154

Job Name: Woman Hollering Creek Disconnect Platform

Contact: Brian Hyden

Phone: 512-947-1945

Bid Number:

Fax:

Architect:

Plan Date: N/A

We propose to fabricate and install platforms, stairs and rails as called out in provided drawings. All material will be galvanized. We excluded any concrete work.

Lump Sum----\$42,900.00 plus tax

Terms of payment: 30 days net.

Note: This proposal may be withdrawn and/or revised, if not accepted within 30 days.

Authorized Signature: Larry Shores

Customer Acceptance: _____

Date: _____

Rental Rate Blue Book®

October 3, 2025

Caterpillar 265
 Compact Track Loaders

 Size Class:
2501 - 2850 lbs
 Weight:
 N/A

Configuration for 265

Horsepower	74 hp	Operating Capacity (35% of Tip Load)	2823 lbs
Operator Protection	ROPS/FOPS/CAB	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$11,590.00	USD \$3,245.00	USD \$810.00	USD \$120.00	USD \$36.01	USD \$101.86
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$11,590.00	USD \$3,245.00	USD \$810.00	USD \$120.00	USD \$36.01	USD \$101.86

Non-Active Use Rates

	Hourly
Standby Rate	USD \$32.93
Idling Rate	USD \$76.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.52%	USD \$2,377.76/mo
Overhaul (ownership)	57.31%	USD \$6,641.66/mo
CFC (ownership)	9.85%	USD \$1,141.32/mo
Indirect (ownership)	12.33%	USD \$1,429.26/mo
Fuel (operating) @ USD 3.77	28.63%	USD \$10.31/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pdoherty@thalle.com)

Rental Rate Blue Book®
Ford F-250 4X4 GAS (disc. 1994)

Light Duty Trucks

Size Class:

2

Weight:

N/A


Configuration for F-250 4X4 GAS (disc. 1994)

Power Mode	Gasoline	Wheelbase	133 Inches
Gross Vehicle Weight Rating	8600 Pounds		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,435.00	USD \$400.00	USD \$100.00	USD \$15.00	USD \$10.04	USD \$18.19
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (1994: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,435.00	USD \$400.00	USD \$100.00	USD \$15.00	USD \$10.04	USD \$18.19

Non-Active Use Rates

	Hourly
Standby Rate	USD \$4.08
Idling Rate	USD \$11.93

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.51%	USD \$394.82/mo
Overhaul (ownership)	39.62%	USD \$568.48/mo
CFC (ownership)	16.45%	USD \$236.03/mo
Indirect (ownership)	16.42%	USD \$235.67/mo
Fuel (operating) @ USD 3.19	37.65%	USD \$3.78/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (pdoherty@thalle.com)

Rental Rate Blue Book®
Ford F-150 4X4 GAS (disc. 1995)

Light Duty Trucks

Size Class:

2

Weight:

N/A


Configuration for F-150 4X4 GAS (disc. 1995)

Power Mode

Gasoline

Wheelbase

116.8 Inches

Gross Vehicle Weight Rating

6100 Pounds
Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$1,375.00	USD \$385.00	USD \$96.00	USD \$14.00	USD \$9.70	USD \$17.51
Adjustments						
Region (Texas: 100%)	-	-	-	-		
Model Year (1995: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$1,375.00	USD \$385.00	USD \$96.00	USD \$14.00	USD \$9.70	USD \$17.51

Non-Active Use Rates

Standby Rate

Hourly

USD \$3.91

Idling Rate

USD \$11.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.51%	USD \$378.31/mo
Overhaul (ownership)	39.62%	USD \$544.71/mo
CFC (ownership)	16.45%	USD \$226.16/mo
Indirect (ownership)	16.42%	USD \$225.82/mo
Fuel (operating) @ USD 3.19	38.97%	USD \$3.78/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

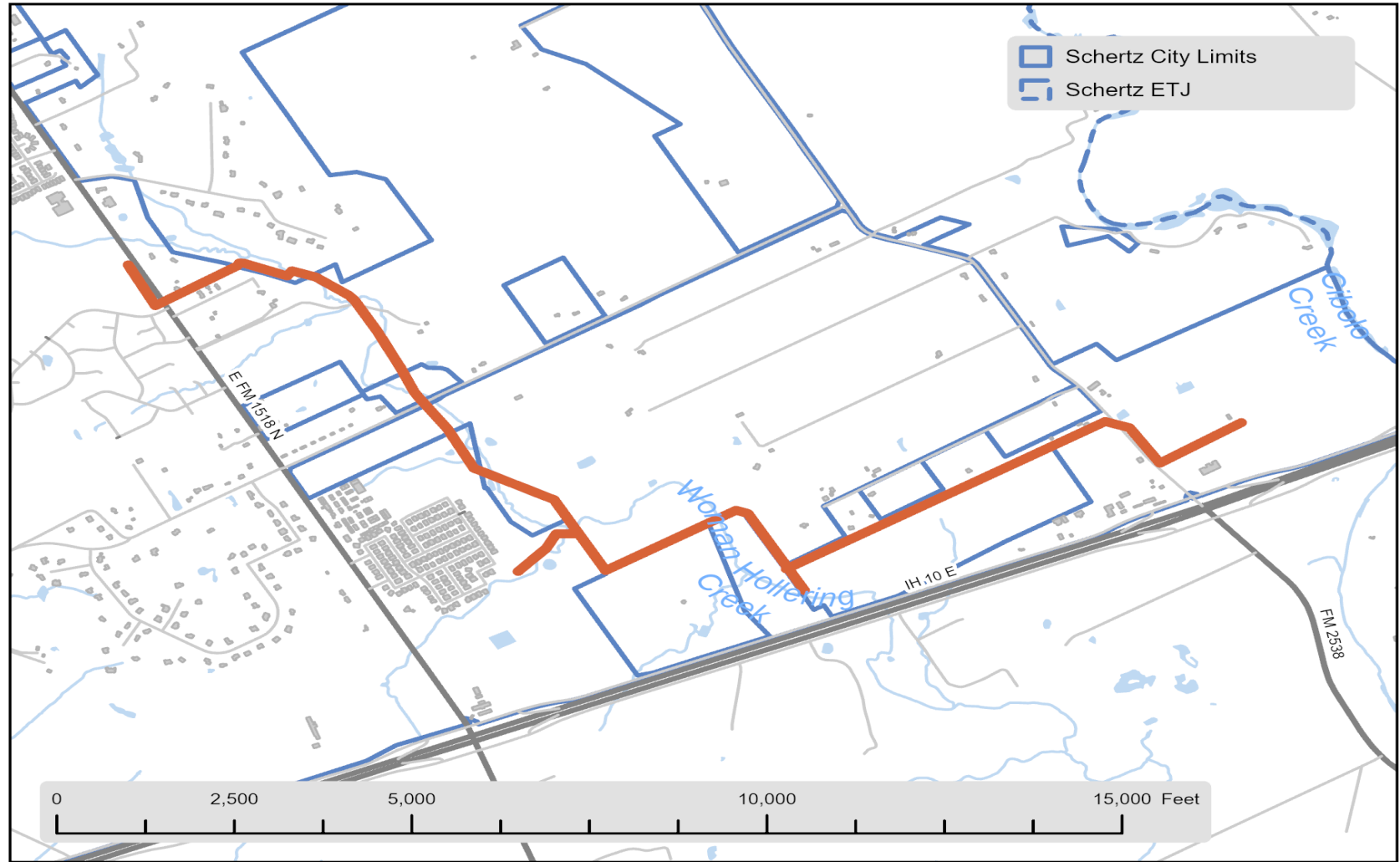
The equipment represented in this report has been exclusively prepared for (pdoherty@thalle.com)

Project Type: Project Code:

Project Title:

Location:

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



WOMAN HOLLERING CREEK WASTEWATER
INTERCEPTOR MAIN AND LIFT STATION

SCHERTZ
COMMUNITY * SERVICE * OPPORTUNITY

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Police Department
Subject: Resolution 25-R-162 - Authorizing expenditures with Motorola Solutions for the Police Radio Replacement Program (S.Williams/J. Lowery/D.Roman)

BACKGROUND

The Schertz Police Department recognizes the importance of effective communication tools for public safety and emergency response. Modern, reliable communication systems are essential to protecting our community. To address this, the City Council has approved funding for Fiscal Year 2025-2026 for a Radio Replacement Program to upgrade our outdated radio systems. Our existing radio infrastructure faces challenges such as limited interoperability, poor signal quality, and frequent maintenance issues, hindering the efficiency of our first responders during emergencies. After evaluating potential vendors, we have selected Motorola Solutions as the best provider for the upgraded radio equipment. With a strong reputation in public safety communication technologies, the proposed program will improve our systems' performance and ensure compatibility with regional and statewide emergency networks.

GOAL

This resolution seeks City Council's authorization to proceed with the expenditure of the previously allocated FY25-26 funds for the Radio Replacement Program with Motorola Solutions.

COMMUNITY BENEFIT

By undertaking this initiative, we reaffirm our dedication to equipping our responders with the resources they need to serve our community safely and effectively.

SUMMARY OF RECOMMENDED ACTION

City Staff recommends authorizing expenditures with Motorola Solutions for the police department radio replacement of in-car and handheld radios.

FISCAL IMPACT

The expenditures with Motorola Solutions for eighty-five (85) in-car and one hundred (100) handheld radios will cost \$342,857 per fiscal year for a project total not to exceed \$2,471,308 over seven years. This amount was included in the FY 2025-26 Police operating budget.

RECOMMENDATION

Approval of Resolution 25-R-162.

Resolution 25-R-162

Motorola Solutions Quote

RESOLUTION 25-R-162

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING EXPENDITURES WITH MOTOROLA SOLUTIONS FOR THE POLICE IN-CAR AND HANDHELD RADIO REPLACEMENT PROGRAM

WHEREAS, the Schertz Police Department has identified the need to upgrade its public safety communications equipment to ensure reliable, interoperable, and mission-critical communications for the Police Department; and

WHEREAS, Motorola Solutions, Inc. is a recognized provider of public safety radio systems and equipment, offering in-car and handheld radios that meet the operational requirements and technical specifications of the City of Schertz, and

WHEREAS, Motorola Solutions, Inc. is a DIR vendor and the Texas Department of Information Resources (DIR) administers the Cooperative Contracts program, which provides a framework for state and local government entities to access competitively priced IT products and services efficiently. This program is designed to simplify the procurement process for state agencies, local governments, and educational institutions, allowing them to leverage the state's purchasing power for better pricing and efficiency; and

WHEREAS, purchases under cooperative programs meet the competitive bid requirements under Texas Local Government Code Section 271, *Cooperative Purchasing Program Participation*; and

WHEREAS, the City of Schertz will fund the purchase of the replacement radios through the approved annual police department budget.

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

Section 1. The City Council hereby authorizes purchases with Motorola Solutions for the Police Radio Replacement Program in an amount not-to-exceed \$342,857.00 per fiscal year, and a total project not-to-exceed of \$2,471,308 over seven years.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

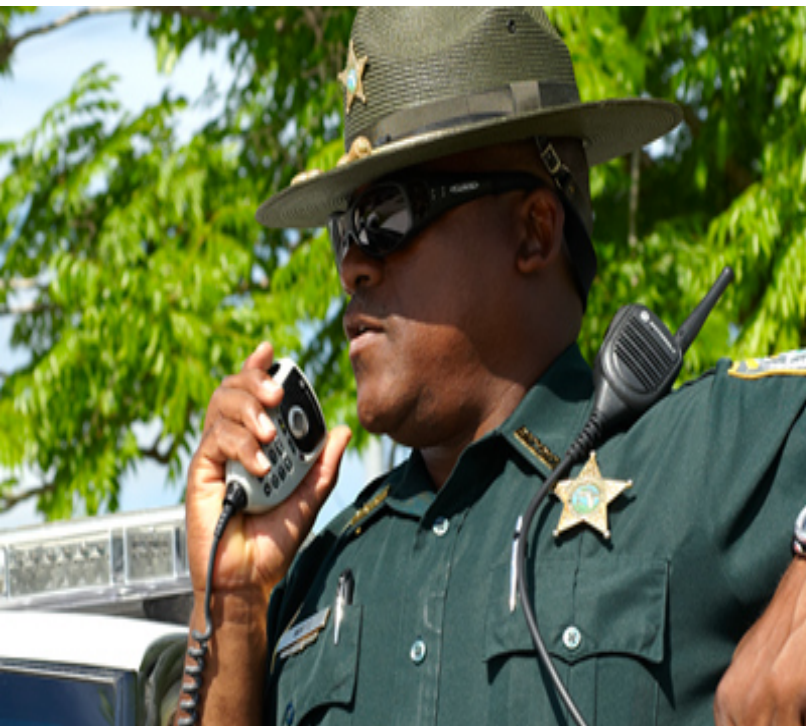
PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary



SCHERTZ POLICE DEPARTMENT

FINAL: Schertz PD, TX - FLEET Upgrade 8500/NEXT

11/12/2025

11/12/2025

SCHERTZ POLICE DEPARTMENT
1400 SCHERTZ PKWY BLDG 6
SCHERTZ, TX 78154

RE: Motorola Quote for FINAL: Schertz PD, TX - FLEET Upgrade 8500/NEXT

Chief Lowery,

Motorola Solutions, in partnership with Mobile Communications America (MCA), is pleased to present you with the enclosed quote for communications and video equipment and services. In preparing this proposal, we reviewed your operational requirements and designed a solution intended to enhance reliability, safety, and long-term sustainability.

Our objective is to provide your organization with industry-leading technology, responsive support, and a service approach that aligns with your mission. We appreciate the opportunity to support your team and welcome your feedback on the proposed scope, features, and options.

Please direct any questions to the contact below. We look forward to working with you and your agency.

Respectfully,

Ken Evans

Account Executive, Mobile Communications America (MCA)

Email: kenevans@callmc.com | Mobile: 512-845-2449

MCA: <https://callmc.com/industries/public-safety>

Motorola Solutions Products: https://www.motorolasolutions.com/en_us/products.html

LinkedIn: www.linkedin.com/in/chief-ken-evans-retired-60643019

Billing Address:
 SCHERTZ POLICE DEPARTMENT
 1400 SCHERTZ PKWY BLDG 6
 SCHERTZ, TX 78154
 US

Shipping Address:
 SCHERTZ POLICE DEPARTMENT
 1400 SCHERTZ PKWY BLDG 6
 SCHERTZ, TX 78154
 US

Quote Date:11/12/2025
 Expiration Date:12/12/2025
 Quote Created By:
 Ken Evans
 Account Executive / MR
 kenevans@callmc.com
 5128452449

End Customer:
 SCHERTZ POLICE DEPARTMENT
 James Lowery
 jlowery@schertz.com
 (210) 842-2021

Contract: TX-DIR-CPO-5433
 AGREEMENT: WG AGREEMENT&STATE
 OF TEXAS&SVX PROMO
 Incoterms:FOB
 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.

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT SINGLE BAND						
1	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5*	100		\$7,106.00	\$3,208.92	\$3,897.08	\$389,708.00
1a	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	100		\$0.00	\$0.00	\$0.00	\$0.00
1b	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	100		\$0.00	\$0.00	\$0.00	\$0.00
1c	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	100		Included	Included	Included	Included
1d	QA00570AT	ADD: VHF BAND	100		\$0.00	\$0.00	\$0.00	\$0.00
1e	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	100		Included	Included	Included	Included



Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
1f	H499KC	ENH: SUBMERSIBLE (DELTA T)	100		Included	Included	Included	Included
1g	QA00569AR	ADD: 7/800MHZ BAND+	100		\$856.00	\$273.92	\$582.08	\$58,208.00
1h	QA09001AM	ADD: WIFI CAPABILITY	100		Included	Included	Included	Included
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	100		Included	Included	Included	Included
1j	H38DA	ADD: SMARTZONE OPERATION	100		Included	Included	Included	Included
1k	QA09113AA	ADD: BASELINE RELEASE SW	100		\$0.00	\$0.00	\$0.00	\$0.00
1l	Q361CD	ADD: P25 9600 BAUD TRUNKING	100		Included	Included	Included	Included
1m	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	100		Included	Included	Included	Included
1n	QA07726AA	ALT: HARD LEATHER CARRY CASE STANDARD BATTERY 3 INCH BELT LOOP	100		\$80.00	\$25.60	\$54.40	\$5,440.00
1o	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	100		Included	Included	Included	Included
1p	QA00580BA	ADD: TDMA OPERATION	100		Included	Included	Included	Included
1q	Q387CB	ADD: MULTICAST VOTING SCAN	100		Included	Included	Included	Included
1r	BD00001AA	ADD: CORE BUNDLE	100		\$3,323.00	\$1,063.36	\$2,259.64	\$225,964.00
1s	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	100		Included	Included	Included	Included
1t	QA03399AK	ADD: ENHANCED DATA	100		Included	Included	Included	Included
1u	BD00010AB	ADD: SECURITY BUNDLE	100		\$1,227.00	\$392.64	\$834.36	\$83,436.00
1v	QA07680AA	ADD: MULTI SYSTEM OTAR	100		Included	Included	Included	Included
2	PMPN5022A	SVX CHARGE AND UPLOAD SMARTDOCK, 10 SLOT, US/NA	10		\$1,499.00	\$299.80	\$1,199.20	\$11,992.00
3	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00	\$0.00



Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
4	PMPN5026A	SVX BATTERY ONLY CHARGER, 12 SLOT, US/NA	5		\$899.00	\$179.80	\$719.20	\$3,596.00
5	NNTN9216A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T	100		\$248.05	\$62.01	\$186.04	\$18,604.00
6	PSV00S05316A	SMART DOCK CONFIGURATION SERVICE	1		\$0.00	\$0.00	\$0.00	\$0.00
7	SSV00S05156A	COMMANDCENTRAL DEMS SERVICE - DEVICE MANAGEMENT ONLY*	100	5 YEARS	\$0.00	\$0.00	\$0.00	\$0.00
8	LSV01S03446A	APX NEXT DMS ESSENTIAL	100	7 YEARS	\$484.60	\$0.00	\$484.60	\$48,460.00
9	PMNN4893A	BATTERY PACK,BATT LIION IP68 4300T	100		\$99.00	\$19.80	\$79.20	\$7,920.00
10	PMLN8708A	SVX RECEIVE ONLY EARPIECE W/TRAN TUBE, EXTRA LOUD, 3.5MM JACK, IP54	100		\$70.00	\$17.50	\$52.50	\$5,250.00
11	PMLN8682A	CARRY ACCESSORY-STRAP,COILED LANYARD (PACK OF 5)	25		\$152.90	\$38.22	\$114.68	\$2,867.00
12	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00	\$0.00
13	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00	\$0.00
14	PSV01S02941A	SMARTMESSAGING ENABLEMENT	1		\$0.00	\$0.00	\$0.00	\$0.00
15	SSV01S01407A	SMARTPROGRAMMING	100	5 YEARS	\$375.00	\$0.00	\$375.00	\$37,500.00
16	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	100	5 YEARS	\$375.00	\$0.00	\$375.00	\$37,500.00
17	SSV01S01476A	SMARTLOCATE	100	5 YEARS	\$375.00	\$0.00	\$375.00	\$37,500.00
18	SSV01S01906A	SMARTMESSAGING	100	5 YEARS	\$375.00	\$0.00	\$375.00	\$37,500.00
19	LSV01S03082A	RADIOCENTRAL PROGRAMMING	100	5 YEARS	\$160.20	\$0.00	\$160.20	\$16,020.00
20	SSV01S01907A	SMARTMAPPING	100	5 YEARS	\$375.00	\$0.00	\$375.00	\$37,500.00
21	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	100		\$181.43	\$45.36	\$136.07	\$13,607.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
22	PMMN8204A	SVX VIDEO REMOTE SPEAKER MIC WITH MOLLE MOUNT	100		\$999.00	\$499.01	\$499.99	\$49,999.00
	APX™ 8500							
23	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	85		\$6,558.00	\$2,098.56	\$4,459.44	\$379,052.40
23a	GA09008AA	ADD: GROUP SERVICES	85		\$177.00	\$56.64	\$120.36	\$10,230.60
23b	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	85		\$604.80	\$0.00	\$604.80	\$51,408.00
23c	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	85		\$112.00	\$35.84	\$76.16	\$6,473.60
23d	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	85		\$1,766.00	\$565.12	\$1,200.88	\$102,074.80
23e	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	85		\$871.00	\$278.72	\$592.28	\$50,343.80
23f	G843AH	ADD: AES ENCRYPTION AND ADP	85		\$560.00	\$179.20	\$380.80	\$32,368.00
23g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	85		\$0.00	\$0.00	\$0.00	\$0.00
23h	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	85		\$0.00	\$0.00	\$0.00	\$0.00
23i	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	85		\$607.00	\$194.24	\$412.76	\$35,084.60
23j	GA01670AA	ADD: APX E5 CONTROL HEAD	85		\$767.00	\$245.44	\$521.56	\$44,332.60
23k	QA09113AB	ADD: BASELINE RELEASE SW	85		\$0.00	\$0.00	\$0.00	\$0.00
23l	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	85		\$353.00	\$112.96	\$240.04	\$20,403.40
23m	GA09001AA	ADD: WI-FI CAPABILITY	85		\$353.00	\$112.96	\$240.04	\$20,403.40
23n	GA00580AA	ADD: TDMA OPERATION	85		\$530.00	\$169.60	\$360.40	\$30,634.00
23o	GA05509AA	DEL: DELETE UHF BAND	85		-\$800.00	-\$256.00	-\$544.00	-\$46,240.00
23p	GA01767AG	ADD: RADIO AUTHENTICATION	85		\$118.00	\$37.76	\$80.24	\$6,820.40
23q	GA01630AA	ADD: SMARTCONNECT	85		\$0.00	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
23r	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	85		\$0.00	\$0.00	\$0.00	\$0.00
23s	W12DK	ADD: RF PREAMP APX	85		\$78.00	\$24.96	\$53.04	\$4,508.40
23t	G831AD	ADD: SPKR 15W WATER RESISTANT	85		\$71.00	\$22.72	\$48.28	\$4,103.80
23u	G892AB	ENH:HAND MIC,GCAI WTR RESISTANT APX	85		\$85.00	\$27.20	\$57.80	\$4,913.00
23v	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	85		\$0.00	\$0.00	\$0.00	\$0.00
23w	G67EH	ADD: REMOTE MOUNT E5 MP	85		\$350.00	\$112.00	\$238.00	\$20,230.00
	CommandCentral Aware							
25	PSV00S04009A	COMANDCENTRAL AWARE 4 HOURS VIRTUAL TRAINING*	1		\$0.00	\$0.00	\$0.00	\$0.00
26	SSV00S04179A	AWARE STANDARD*	1	1 YEAR	\$5,500.00	\$5,500.00	\$0.00	\$0.00
27	PSV00S04081A	INTEGRATION: APXNEXT TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00	\$0.00	\$0.00
28	SSV00S04248A	SOFTWARE,AWARE LOCATION DEVICES*	100	1 YEAR	\$0.00	\$0.00	\$0.00	\$0.00
29	PSV00S04088A	INTEGRATION: CC RESPONDER TO AND FROM COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00	\$0.00	\$0.00
30	PSV00S04103A	INTEGRATION: WAVE TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00	\$0.00	\$0.00
31	PSV00S04102A	INTEGRATION: VIGILANT - VEHICLE MANAGER TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00	\$0.00	\$0.00
32	PSV00S04092A	INTEGRATION: MOBILE VIDEO STREAMING TO COMMANDCENTRAL AWARE*	1		\$0.00	\$0.00	\$0.00	\$0.00



Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. Sale Price
Assist Chat								
33	SSV00S05660A	ASSIST CHAT STARTER*	1	10 YEAR	\$0.00	\$0.00	\$0.00	\$0.00
L6Q Quick-Deploy System Purchase								
34	VSB-61-960	KIT, L6Q 25MM AND SOLAR PANEL CAT 1	1		\$6,495.00	\$6,495.00	\$0.00	\$0.00
35	VS-DLF-01	DEVICE LICENSE FEE	1	1 YEAR	\$474.96	\$474.96	\$0.00	\$0.00
36	LSV07S04314A	LPR REMOTE MONITORING	1	5 YEARS	\$364.80	\$364.80	\$0.00	\$0.00
37	CDFS-L6Q-HWW-01	FIXED L6Q CAMERA SYSTEM EXTENDED HARDWARE WARRANTY - VALID FROM STANDARD WARRANTY EXPIRATION	1	4 YEARS	\$1,119.84	\$1,119.84	\$0.00	\$0.00
Miscellaneous Items								
38	PMPN5038A	SVX MAGNETIC QUICK CONNECT CHARGER	110		\$60.00	\$21.00	\$39.00	\$4,290.00
39	WGP03088	JACKET CLIP MOUNT, V300/V700 BWC, BLACK	100		\$98.75	\$98.75	\$0.00	\$0.00
Investigative LPR Applications								
40	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION	1	1 YEAR	\$3,500.04	\$3,500.04	\$0.00	\$0.00
41	VS-CD-HS	SOFTWARE, COMMERCIAL DATA SUBSCRIPTION	1	1 YEAR	\$7,750.00	\$7,750.00	\$0.00	\$0.00
42	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		\$330.00	\$330.00	\$0.00	\$0.00

Subtotal \$2,854,913.14

Total Discount Amount \$944,907.34

Grand Total \$1,910,005.80(USD)

Pricing Metric :
 Price is indicative of the following -
 of Video Devices - 0
 of Location Devices - 100
 of Learner LxP Subscriptions - 0



*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Optional Items:

Line #	Item Number	Description	Qty	Term	List Price	Disc \$	Sale Price	Ext. S Pr
24	LSV00Q00203A	VEHICLE RADIO INSTALLATION SERVICE	85		\$678.57	\$0.00	\$678.57	\$57,678
Optional Items Total							\$57,678.45	

Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.
- 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.



SOLUTION DESCRIPTION — ASSIST CHAT STARTER

Assist Chat is a standalone, browser-based Large Language Model (LLM) platform designed for public safety officials. It addresses the need for public safety agencies to quickly access their policies and procedures through a secure, compliant LLM. The user interface is responsive for use across desktop and mobile browsers.

The Assist Chat platform allows agency administrators to upload their text-based policies and procedures into their agency specific datastore, creating a dedicated, easily referenceable knowledge base. This enables authorized personnel to login with their standard credentials to ask natural language questions and receive fast, contextually relevant answers from their own data repository. In addition to the agency-specific knowledge base, Assist Chat provides a general-purpose LLM for generic queries like metric weights and measure conversions, cultural information, and simple text translation, ensuring officials have the tools they need when they need them. For enhanced ease of use, the solution also includes a hands-free ViQi voice mode for conversational interaction with the system.

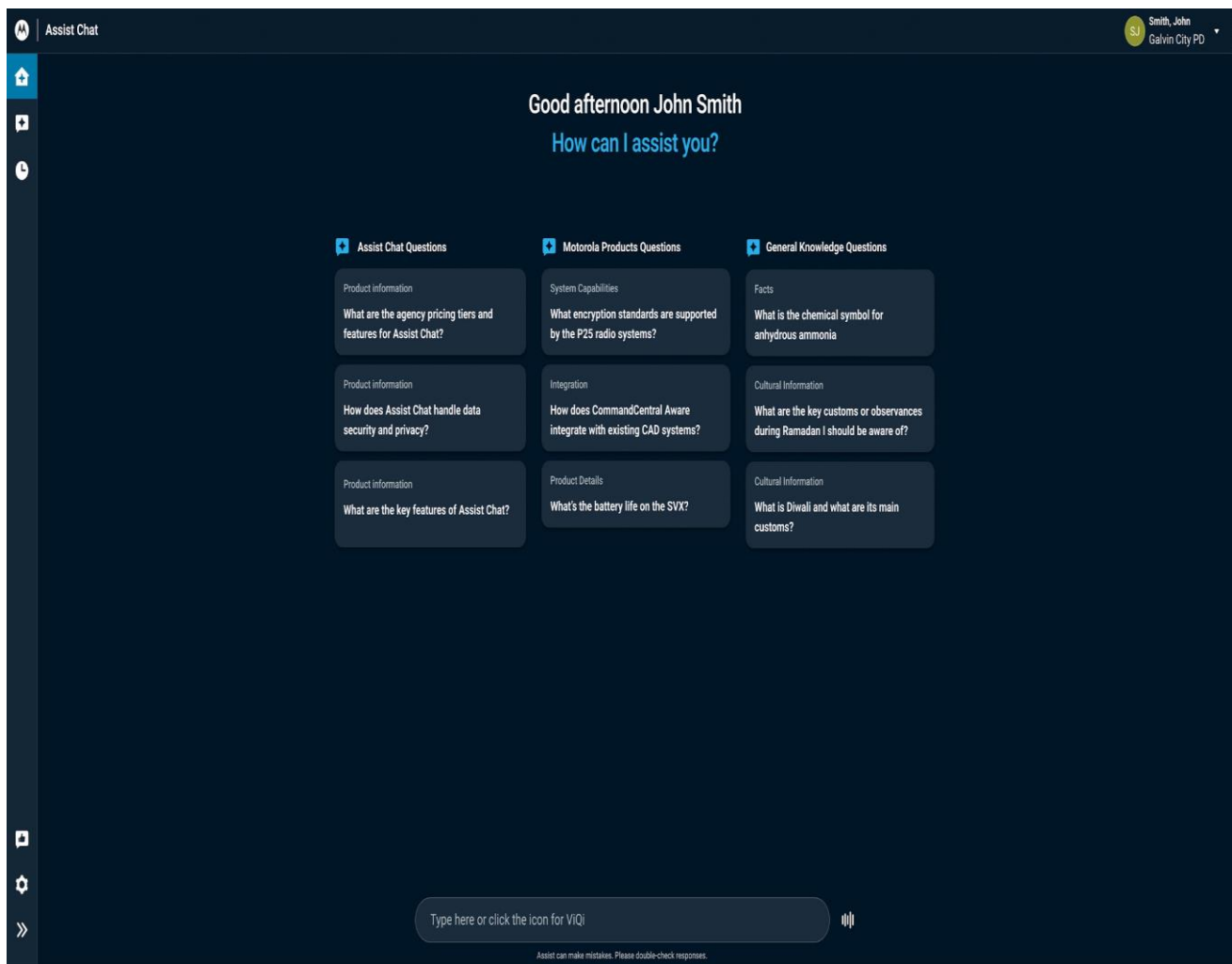


Figure 1: Assist Chat Dashboard Landing Page



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.

ASSIST CHAT CORE FUNCTIONALITY

Assist Chat provides public safety officials with the following functionalities:

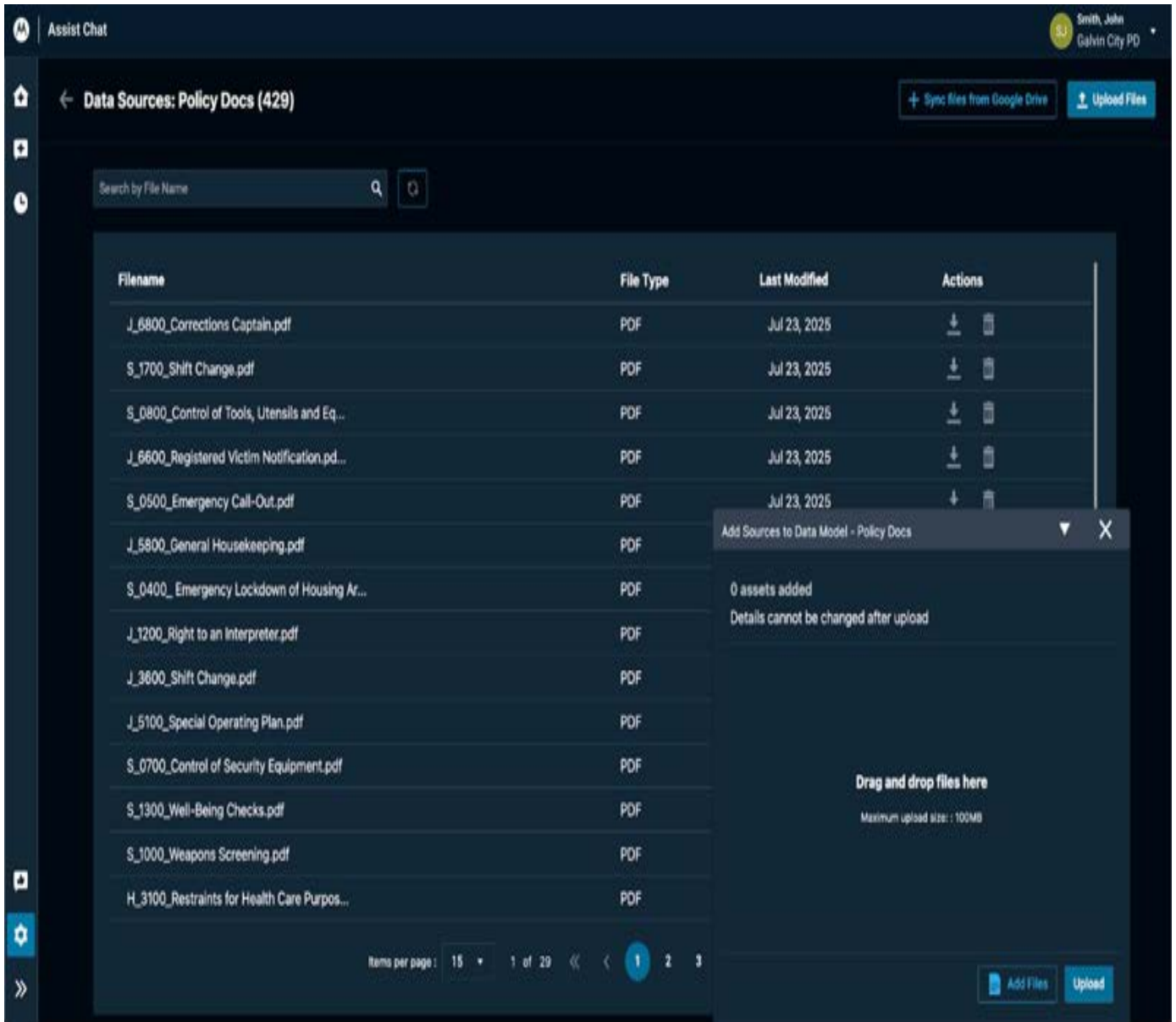


Figure 2: Upload text-based policies & procedures to an agency-specific database



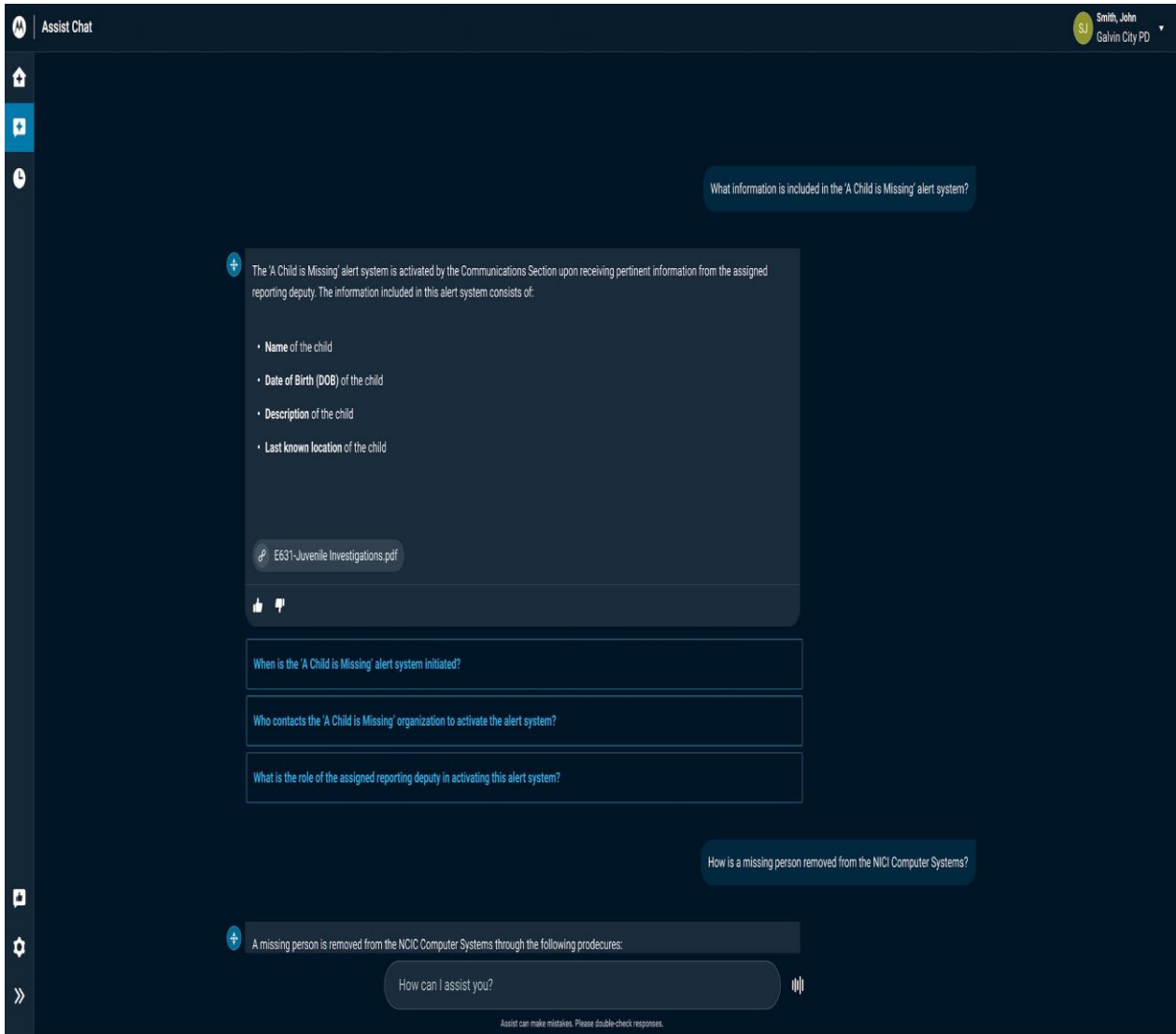


Figure 3: Chat with agency-specific policies & procedures via natural language queries



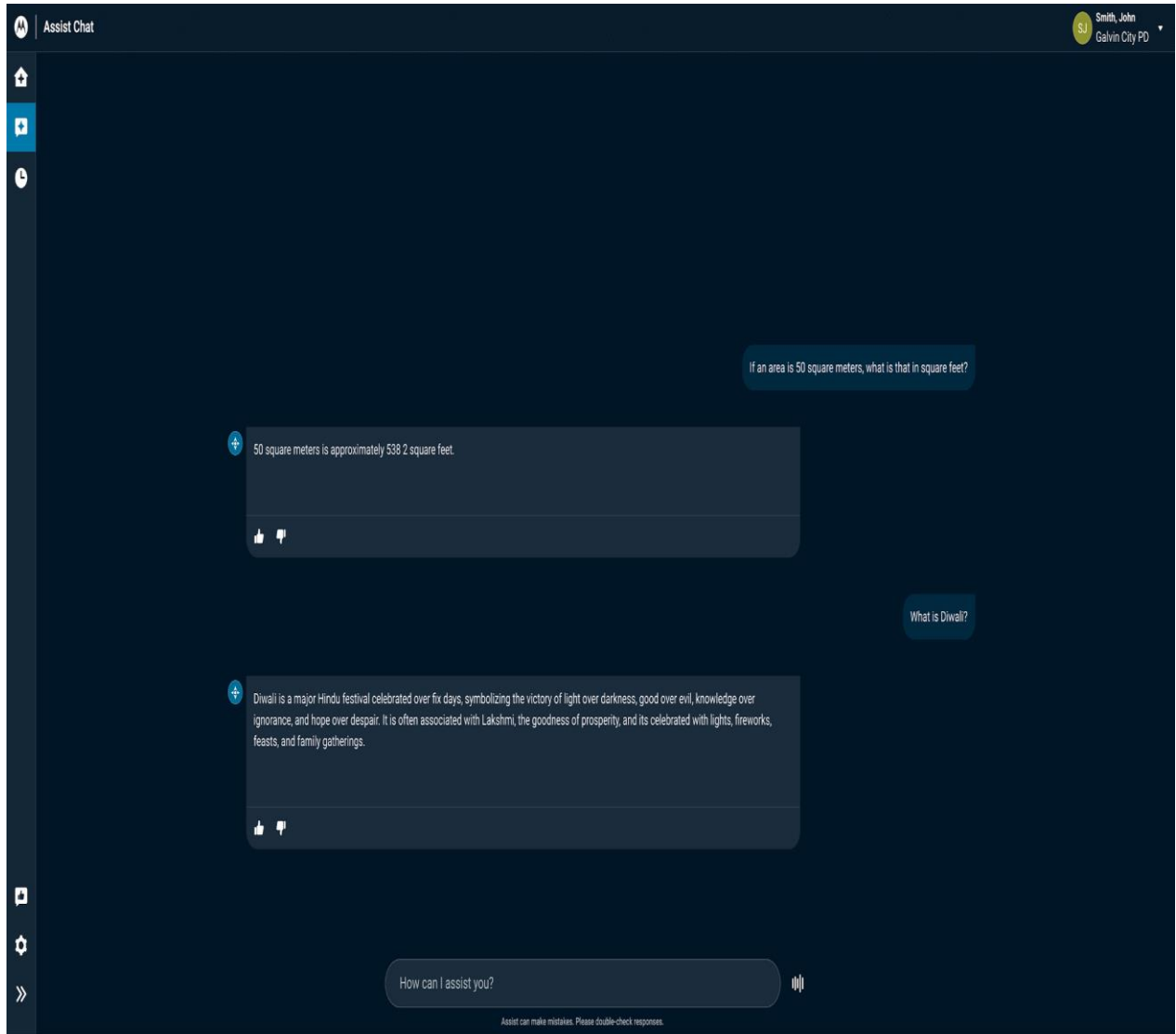


Figure 4: Chat with general LLM knowledge



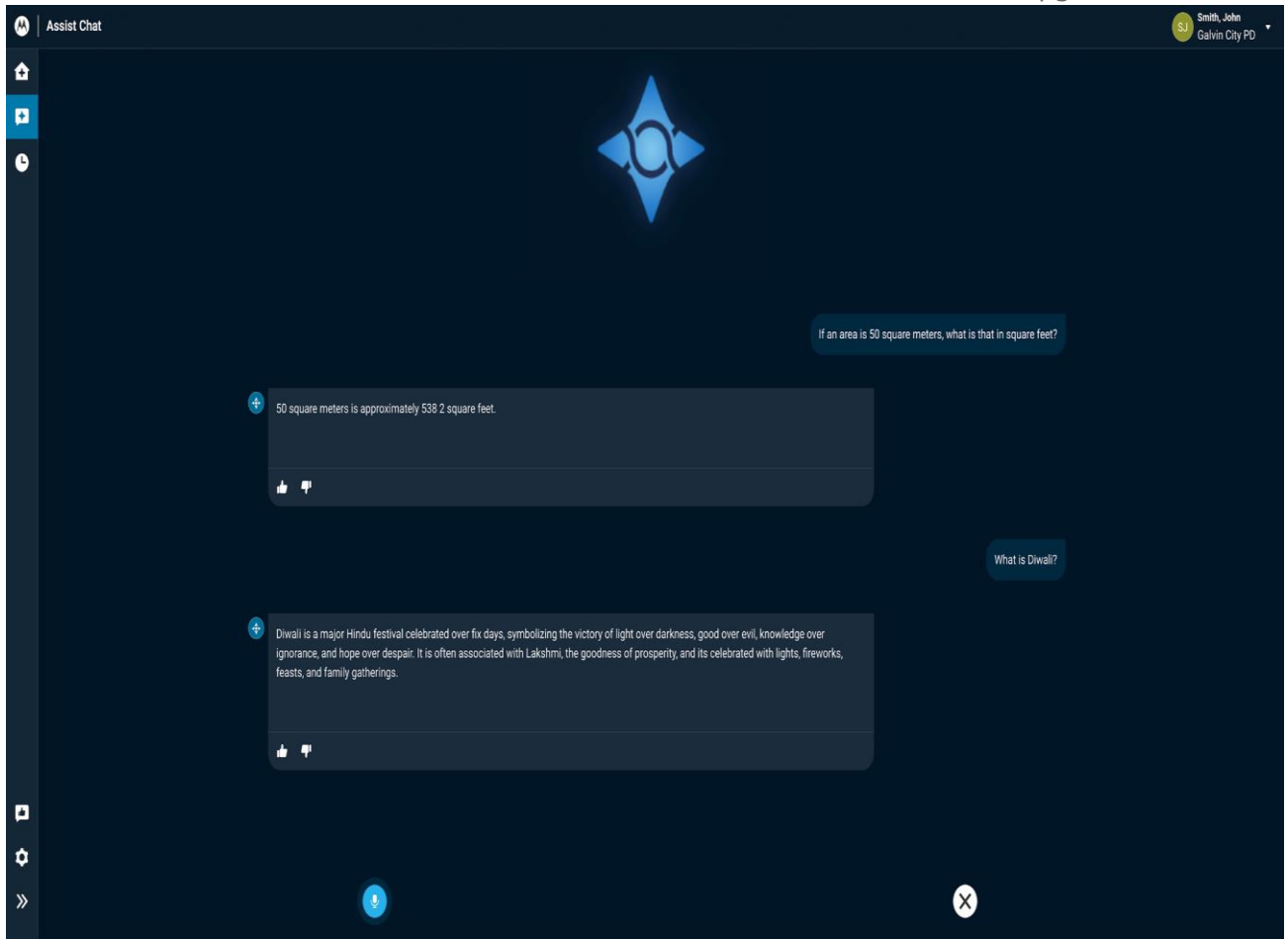


Figure 5: Utilize a hands-free ViQi voice conversation mode



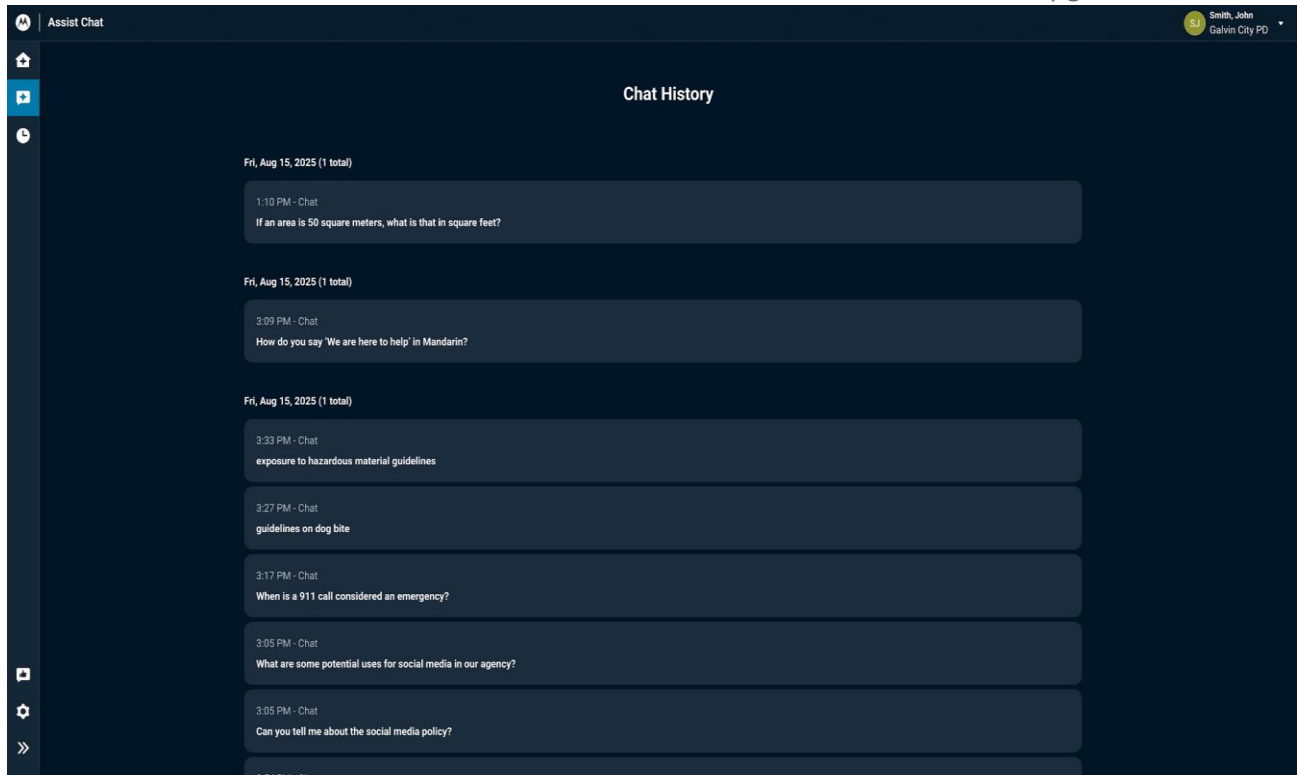


Figure 6: View and continue previous Chat threads with Chat History

GENERIC LLM QUERIES

- Weights, Measures, and Metric Conversions
- Text-Based Translation
- Cultural Information, Holidays, and Events
- Dictionary Definitions
- Grammar, Proofreading, and Summarizing

AUTHENTICATION AND DATA SECURITY

To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and data are protected end to end through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.3 encryption to protect from unauthorized access. Access is controlled via Role-Based Access Control (RBAC) and integrates with existing authentication systems like SSO and LDAP. The model is not trained on any customer data.





INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION

DESCRIPTION

VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.



Key Features and Benefits:

- **Advanced Search Capabilities:** Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display:** View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options:** Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics:** Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts:** Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management:** Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures:** Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.



INVESTIGATIVE LPR APPLICATIONS COMMERCIAL DATA SOLUTION

DESCRIPTION

COMMERCIAL DATA

Commercial Data is a subscription service providing access to commercial license plate recognition (LPR) scans. This commercial data set is maintained separately from law enforcement and enterprise data to meet CJIS compliance requirements.



Key Features and Benefits:

- **Extensive Data Access:** Access a vast database of commercial LPR scans, enhancing vehicle location insights with a greater quantity of data points.
- **Compliance and Security:** Ensure data integrity and compliance with CJIS requirements by maintaining separate databases for commercial and law enforcement data.
- **Improved Location Insights:** Leverage the extensive commercial dataset to generate more accurate and comprehensive vehicle location insights.



L6Q CAMERA SYSTEM SOLUTION DESCRIPTION

L6Q CAMERA SYSTEM

The L6Q camera system revolutionizes license plate recognition (LPR) technology with its sophisticated capabilities, streamlined design, and consumer-grade installation process. This innovative system is ideal for law enforcement agencies and businesses seeking to enhance security through efficient and effective LPR. The L6Q seamlessly integrates with our backend software, VehicleManager or ClientPortal, to offer a comprehensive solution for building or supplementing a camera network, ensuring the safety and security of the communities they serve.



Key Features and Benefits:

- **Easy Install Out-of-Box:** The L6Q's user-friendly design, convenient carry case, and intuitive out-of-box workflow enable one-person installation and activation in minutes, using a smartphone for ultimate ease.
- **Precise Data Collection:** Configure the L6Q to capture vehicles moving at specific speeds and directions. It collects detailed information beyond license plates, including vehicle make, model, color, and speed, even in low-light conditions, enhancing investigative capabilities.
- **Versatile Power Options:** The L6Q operates anywhere with solar, AC/DC, Pole Tap, and internal battery options. It's built to withstand weather conditions and rated to IP67.
- **Amplified Insight & Awareness:** Beyond license plate data, the L6Q has advanced software for managing hot lists, alerts, searches, and patented analytics. Agencies control data retention and sharing, ensuring security and compliance.
- **App-Based Configuration & Activation:** Use the Mobile Companion app on Android or iOS for quick on-site setup. Scan the camera's QR code for guided configuration, including live video-enabled aiming and adjustable image capture regions for improved accuracy.
- **Advanced Night Vision:** Equipped with long-range infrared (IR) illumination and a starlight sensor, the L6Q can scan vehicles even in total darkness, ensuring round-the-clock operation.
- **Tamper-Proof Design:** The L6Q is built to be physically secure with a tamper-proof shroud, easily customized to blend with various environments.

Deploy the L6Q to enhance your LPR capabilities with a system designed for ease of use, versatility, and advanced data insights.



LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.



FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.



The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment



- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
 - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
 - CompTia Network + Certification
 - Networking Degree in IT
 - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
 - Electrical Certification/Permitting
 - Low Voltage Certification
 - High Voltage Certification
- Equipment Certification
 - Bucket Truck Certification
 - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor 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 to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.



- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- **Customer Site.** If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.



- Site Conditions and Issues. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.



- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.



Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist



PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment



Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Network Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.



Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.



Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
 - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.



CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or



Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.



Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with standard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate



LPR REMOTE MONITORING SERVICE

STATEMENT OF WORK

OVERVIEW

The Remote Monitoring service provides Motorola Solutions' Network Operations Center ("NOC") with operational status of Customer's LPR cameras, enabling the NOC to provide proactive technical support response to defined alerts from the Customer's camera system. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement and applicable addenda ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer"). All services provided under this SOW shall be governed by the terms of the Agreement.

DESCRIPTION OF SERVICE

This service is made up of two main components:

1. Upon initial purchase of this Service, Motorola Customer Representatives will onboard the Customer to receive service.
2. The alerts will be monitored and responded to by the NOC.

Alerts will be generated based on the health status of the camera. These alerts may be tied to events like a camera losing power or not recording detections after a defined period of time.

SCOPE

Remote Monitoring service will provide a response to detected health status alerts. The NOC will begin the standard troubleshooting process on the system directly and initiate the appropriate next steps.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Verify connectivity and event monitoring prior to system acceptance or start date of the Service.
- Once alerted, create an incident, as necessary. Gather information to perform the following:
 - Describe the event
 - Assign and track the incident to resolution (if applicable)
- Electronically transmit the Incident ticket to the Customer.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Upon request, provide updates on incident resolution to the Customer.
- If the Customer would like to have an on-site technician dispatched, LPR Standard On-site Replacement is an optional solution available for purchase with associated fees.



LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of the LPR Remote Monitoring service:

- Motorola Solutions will not monitor alerts from any elements outside of the Customer's identified LPR solution, or monitor infrastructure provided by a third party, unless specifically agreed upon in writing. Monitored elements must be within the Motorola LPR Solution and capable of sending alerts to the monitoring platform.
- Customer shall inform Motorola Solutions of any changes made to the Motorola Solutions System. Motorola Solutions is not responsible or liable for Services necessary due to such changes. Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions.
- Monitoring of network transport, such as WAN ports, WAN Cloud and redundant paths, unless provided by supplemental service outside this standard scope.
- On-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- System installations, hardware upgrades and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.
- Customer-provided or third-party equipment, services or software not provided by Motorola.

CUSTOMER RESPONSIBILITIES

- Provide internet connectivity for the camera(s) included in this service, unless otherwise provided as agreed upon by Motorola Solutions.
- Purchase camera licenses for any cameras covered by this service.
- Provide access to the camera as needed for troubleshooting efforts.
- Provide continuous utility service to any Motorola Solutions supported equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions supported equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a Customer Support Plan (CSP), including:
 - Incident notification preferences and procedure
 - Repair verification preference and procedure
 - Database and escalation procedure forms
- Submit timely changes in any information previously supplied to Motorola Solutions and included in the CSP.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, moving (including installing/reinstalling/deinstalling) cameras, and taking down part of the system to perform maintenance. All such changes must be communicated through the opening of a Change ("CRQ) ticket with the NOC.
- Allow Motorola Solutions field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.



- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer or a third party making changes to the System without written approval from Motorola Solutions, or if Customer-provided network connectivity is not capable of supporting consistent heartbeat event transmission. Additional fees may be necessary to resolve an issue, based on the exclusions above.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.

RESPONSE TIMES

In the event of an incident, a ticket is opened. Motorola Solutions will provide an initial response during normal business hours: 8:00 a.m. to 5:00 p.m, Monday through Friday; excluding statutory (Federal and State) holidays, and excluding Customer-specific holidays when a Customer representative would not be available to collaborate with the CMSO Service Desk. Motorola's response time will be based on Customer's local time zone.

Upon ticket opening, the CMSO Service Desk and Technical Support will determine if a replacement camera and/or solar panel will be required to resolve the incident. Motorola will then notify Customer to request an advance replacement unit through their warranty coverage.

If On-site Standard Replacement has been purchased and meets requirements, the Customer will then notify the Service Desk upon receipt of the replacement unit. Motorola will aim to have a Field Service Technician arrive on-site within 8 hours of confirmation that Customer has received the replacement unit.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

CommandCentral Aware Standard Offer Solution Description

Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Standard offering of CommandCentral Aware provides a map-based and list view of locations from broadband compatible radios, LPR hot hits, camera locations and panic alerts from Rave Mobile Safety. The offer includes device location and details from V300 and V700 body-worn cameras, 4RE and M500 in-car video systems, CAPE-equipped drones, license plate recognition (LPR) camera locations sourced from Vigilant VehicleManager, cameras registered in CommandCentral Community, compatible APX radios and smartphone applications. Devices can also send status information, such as from a radio entering an emergency state, a body-worn camera recording activation, or an LPR camera registering a hot hit, to CommandCentral Aware that can trigger an alert.

The Standard offer allows you to consolidate and view a variety of your Motorola video management systems and video streaming platforms and connect to camera feeds in your community to bring more real-time video feeds into your command center. CommandCentral Aware helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Standard offer includes the following:

Modules:



- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module

Integrations:

- Radio Location, Detail and Status
 - APX Next, XN, XE and N70 Radios
 - MOTOTRBO Portable and Mobile Radios
 - Broadband Vehicle Modems
- Smartphone App Location, Detail and Status
 - WAVE Broadband Push-to-Talk
 - CommandCentral Responder
- Body-Worn, In-Car and Drone Camera Location and Detail
 - V300 and V700 Body-Worn Cameras
 - 4RE and M500 In-Car Camera System
 - CAPE-Equipped Drones
- LPR Camera Location, Detail and Hot Hit Alerts
 - Vigilant VehicleManager
- Community and Business Registered Cameras on the Map
 - CommandCentral Community
 - Rave Facility
- Panic Button and Tip Location and Details*
 - CommandCentral Community
 - Rave Panic Button
- Fixed Video Location, Detail and Livestreaming
 - Motorola Video Management Systems
 - Real Time Streaming Video (RTSP)
 - Edge Appliance

* Integration functionality dependent on third-party partner

**Other third-party apps available depending on region



Cloud anchor server hardware and required software is also available, if not already present, to establish a connection between on-premises systems and the Motorola cloud hosting environment.

Modules included with the CommandCentral Aware Standard Offer

The CommandCentral Aware Standard offer includes the following modules.

Unified Map

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- Custom Map Layers – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Map Layers Panel – Show or hide event data and map layers to refine the map view.
- Event Detail Display – View details associated with each event on the map.
- Incident Recreation – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- Traffic and Weather – Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- Collaborative Drawing Tools – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest – Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor



CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

Integrations

The CommandCentral Aware Standard offer the following integrations:

Radio Location, Detail and Status

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Standard offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.



Broadband Application Location, Detail and Status

WAVE PTX Broadband Push-to-Talk

The CommandCentral Aware Standard offer comes with the ability to integrate with WAVE and Kodiak Broadband Push-to-Talk smartphone applications. With this integration, these smartphone applications can send device location, details and status information to CommandCentral Aware.

CommandCentral Responder

The CommandCentral Aware Standard offer comes with the ability to integrate with the CommandCentral Responder smartphone application. With this integration, CommandCentral Responder can send device location, details and status information to CommandCentral Aware.

Body-Worn, In-Car and Drone Camera

4RE and M500 In-Car Video Systems

The CommandCentral Aware Standard offer comes with the ability to integrate with M500 and 4RE in-car camera systems. With this integration, users can view real-time location, system details and livestreams from systems in the field that are actively recording. Your agency can provision up to 500 in-car camera systems in CommandCentral Aware, and administrators can add, edit or remove systems as needed. When in-car cameras are active in the field and the in-vehicle modem is on, the CommandCentral Aware user can view the system's location on the map, see it listed in the event monitor and open up a video livestream upon recording being initiated in the field. CommandCentral Aware users can control the livestream to see front, cabin, rear, panoramic and side (depending on camera model) views of events both in and outside of the patrol car. CommandCentral Aware users can access up to ten simultaneous in-car camera livestreams.

V300 Body-Worn Cameras



The CommandCentral Aware Standard offer comes with the ability to integrate with V300 body-worn cameras. This integration brings V300 location, device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor. When the body-worn camera is on and within WiFi range of a vehicle or other agency authorized hotspot, the location of the V300 will be displayed on the CommandCentral Aware map. When the V300 is recording, you can view the video livestream remotely from CommandCentral Aware.

V700 Body-Worn Cameras

The CommandCentral Aware Standard offer comes with the ability to integrate with LTE-enabled V700 body-worn cameras. This integration brings V700 location device details and the livestream from an actively recording camera into CommandCentral Aware on the map and in the event monitor without needing to be within range of WiFi.

CAPE-Equipped Drones

The CommandCentral Aware Standard offer comes with the ability to integrate with CAPE-equipped drones. This integration brings in any active drone's location, device details and the livestream from a CAPE-equipped drone into CommandCentral Aware on the map and in the event monitor.

License Plate Recognition (LPR) Camera Location, Detail and Hot Hit Alerts

Vigilant VehicleManager

The CommandCentral Aware Standard offer comes with the ability to integrate with Vigilant VehicleManager. The locations of LPR cameras integrated with Vigilant VehicleManager can be viewed on the map in CommandCentral Aware as a data layer that can be toggled on or off. In addition to LPR camera locations, hits that match a hot list display on the map at the location of the camera that generated the scan. Hits also display in the event monitor and can trigger an alert.



Additionally, with the Vigilant VehicleManager, CommandCentral Aware users have the ability to initiate a search for historical license plate data directly from within CommandCentral Aware. By simply highlighting a license plate and right clicking, an option will be presented to run a search. This will open up a new window displaying the results directly within Vigilant VehicleManager. From there, users can conduct additional searches or analysis on the vehicle of interest.

Community and Business Registered Cameras on the Registry Map

CommandCentral Community

The CommandCentral Aware Standard offer comes with the ability to display information and location of cameras registered in CommandCentral Community included in a map layer in CommandCentral Aware.

Rave Facility

The CommandCentral Aware Standard offer comes with the ability to support business cameras registered in Rave Facility via a data layer in CommandCentral Aware.

Panic Button, Tip Location and Details

CommandCentral Community

The CommandCentral Aware Standard offer comes with the ability to display tip submission details from CommandCentral Community. Users can access critical details submitted by the user including incident type and multimedia attachments via a data layer in CommandCentral Aware.

Rave Mobile Safety Panic Button*

The CommandCentral Aware Standard offer comes with the ability to integrate with Rave Mobile Safety Panic Button. When a panic alert is initiated, an alert will be mapped in CommandCentral Aware and



populated into the event monitor. Users can access critical details submitted by the user including activator's profile, incident type and multimedia attachments.

*Other third-party apps available depending on region

Fixed Video Location, Detail and Livestreaming

The CommandCentral Aware Standard offer allows public safety agencies to expand their footprint of cameras by utilizing integrations with video management systems (VMS), real time streaming protocol (RTSP) connection and the Edge appliance.

Motorola Solutions Video Management Systems (Alta, Unity)

The CommandCentral Aware Standard offer provides the ability to integrate with Motorola video management systems and video streaming platforms. Camera feeds from connected video management system(s) can be streamed in the CommandCentral Aware web video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Group cameras from across systems and open all livestreams available in a specific location.
- Ingest video analytic alerts from compatible VMS as events. View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage, clip, snapshot and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

Real Time Streaming Protocol (RTSP) Video Connection

Stream publicly accessible IP cameras with supported media formats including WebRTC, HLS, RTSP, RTMP. This connection allows your agency to configure a secure connection to livestream third-



party owned, public IP cameras. Direct connection enables livestreaming only; no video storage is provided by CommandCentral Aware.

Edge Appliance Video Connection

Connect up to 30 IP security cameras on a network for immediate access to camera data including live video, device information and location. Cameras that support ONVIF Profile S allow for automated discovery and provisioning for livestreaming in CommandCentral Aware. IP cameras that support WebRTC, HLS, RTSP, RTMP media formats on the network can be manually discovered and provisioned for livestreaming.

Protected Places Package

Protected Places is a program for community businesses, organizations or individuals to register their security cameras with the local law enforcement agency. Once registered, the camera's video footage can feed directly to CommandCentral Aware, providing vital information that can benefit the community with improved efficiency and faster response times.

The program includes a Motorola-hosted website that is customized and personalized for each agency. On this easy-to-use portal, customers can learn about the program, purchase devices via e-commerce and register their locations and agree to terms for camera sharing with public safety.

- This portal can be linked on the agency website or it can be a standalone site, and it serves as:
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera
- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera
- A resource for users (businesses, organizations or residents) to learn about and purchase the Edge appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera



- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
 - Avigilon IP based cameras
 - The L6Q License Plate Recognition camera

To register for the program, users are sent to a customized page for your agency. The registration process is short and straightforward, with clear explanations of the process.

Users can provide facility information for each of their locations that is shared with their public safety agency based on the address zip code:

- Name
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Address
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Contact information (name, email address, phone number)
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Registered cameras
 - Camera name
 - Camera placement (indoor/outdoor)
 - Camera address
- Edge Appliance video streaming service
 - Device name
 - Camera name
 - Camera address
 - Device address
 - Camera name
 - Camera address
 - Cameras detected for streaming
 - Camera name



- Camera address

From the registration webpage, customers can access your agency's privacy policies, MOUs and FAQs. They can also access your portal to explore Motorola cameras and create a lead to talk to an expert.

Cloud Security and Compliance

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

FedRAMP Certified Cloud



The CommandCentral Aware Standard offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Standard modules described above are not currently available with the FedRAMP deployment option.

Canada CCCS, Canada and Australia and New Zealand (ANZ) Clouds

The CommandCentral Aware Standard offer is available to be hosted on Motorola's CCCS (Canadian Centre for Cybersecurity) cloud environment as well as the Azure Canada and Azure ANZ clouds. Some of the Aware Standard modules described above are not currently available with the CCCS, Canada and ANZ clouds.

Capacity and Latency

CommandCentral Aware instances have the following capacity parameters:

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 32,000 total fixed cameras supported per CommandCentral Aware instance.

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Network Bandwidth Specifications



Network:Customer provided internet access and remote access capability

Minimum bandwidth:1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

Networking Requirements

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.



Box	Source IP		Protocol	Destination port
CloudConnect	<CloudConnect IP>	idm.imw.motorola-solutions.com	TCP	443
	<CloudConnect IP>	aware-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	admin-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	aware-publisher-us.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	registry.commandcentral.com	TCP	443
	<CloudConnect IP>	s3-us-west-2-rw.amazonaws.com	TCP	443
	<CloudConnect IP>	platformy-registry.s3.us-west-2.amazonaws.com	TCP	443
	<CloudConnect IP>	oneinterfaceblobstore.blob.core.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	ccinterfaces-cbroker-prod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	ccinterfaces-sasgen-prod.usgov.commandcentral.com	TCP	443



	<CloudConnect IP>	services.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	qrwbubhpaovhjsbu.servicebus.usgovcloudapi.net	TCP	5671
	<CloudConnect IP>	loc-srv-ingest-production.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	loc-srv-ingest-2-production.servicebus.usgovcloudapi.net	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001



(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004



	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	admin.commandcentral.com	TCP	443
	<Aware client IP(s)>	aware.commandcentral.com	TCP	443
	<Aware client IP(s)>	idm.imw.motorolasolutions.com	TCP	443

Customer Provided Hardware

Motorola recommends the following hardware specifications for customers providing their own hardware or Virtual Machine hosting. The Cloud Anchor server available through Motorola Solutions is typically an HP DL20 or similar grade server sized for up to 4 simultaneous VMs.

Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X
Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface	16GB RAM, 2 virtual CPUs, 64GB disk storage



Virtual Machine	
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

CommandCentral Aware Workstations PCs

Workstation PCs deployed to run CommandCentral Aware often display Aware modules over three separate monitors and require appropriate PC resources to display a variety of real-time data and videos across multiple displays, including the ability to stream up to 16 concurrent video feeds. Motorola does not sell PCs as part of the Aware deployment. Below are recommendations for customer provided PCs.

Processor	High-end Business or Server Grade Intel CPU Reference: Intel Core i7 13700K 5.40 GHz (16 Cores) Intel Xeon 3.0 GHz (12 cores) or greater
RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port



Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)
Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor of larger
Web Browser	Google Chrome (latest version available)



CommandCentral Aware 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 Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

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 unrestricted direct network access to enable Motorola to fulfill its delivery obligations. Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria



Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable. As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola 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, webconference 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 under the direction of the Project Manager.

Motorola has developed and refined its project management approach 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, our practices support the design, production and validation 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 the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage 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.
- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

1. The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:
 - Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
 - Delivery of interfaces and integrations between Motorola products.
 - Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. As the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate and log issues with Support, Product Management and Sales.
- Provide ongoing customer communication about progress, timelines and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team



The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. 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 Core 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 Customer Core Team must be committed to participate in activities for a successful implementation. In the event that 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 that the project involves multiple agencies, 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 and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.



- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- 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 maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- 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 CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s) and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide Motorola personnel building access (and issue temporary identification 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.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- 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.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP).



Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- 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.

Subject Matter Experts

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the Business Process Review (BPR) and the analysis, training and provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third party systems to which the Motorola system will interface.

User Agency Stakeholders



User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

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, telephone, radios, cameras, sensors and the like.
- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for 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 and Pre-Implementation Review



A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.



- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup

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

Motorola Responsibilities

- Use the CommandCentral Admin application to establish the Customer and the Customer's agency(ies) 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 application to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

Project Kickoff



The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are selected, request API, SDKs, data schema and any internal and third-party documents to establish interfaces with local and remote systems.

Customer Responsibilities

- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that any necessary non-disclosure agreements, approvals and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.



- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e., IT Manager, CAD Manager and any other key contact information as part of this project.
- Validate access to the LXP and CommandCentral Admin application.
- Provide the information required in the Implementation Packet.

Contract Design Review (CDR)

Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator access to CommandCentral Admin application.
- Grant Customer LXP Administrator access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities



- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

Completion Criteria

Delivery of CDR Summary report.

Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is required for optimal performance. CommandCentral Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.



- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

Hardware/Software Installation and Configuration

Motorola Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

- Receive and store Motorola provided hardware.

Completion Criteria

Equipment order is completed and ready to be shipped to Customer.

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.



- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each



contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel who are proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with CommandCentral Solution.

Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola 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.

CommandCentral Solution Geospatial Mapping Configuration



Motorola Responsibilities

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

Public Private Partnership - Protected Places

Public Private Partnership - Protected Places is a program for community businesses, organizations or individuals to register their security cameras with **{{Customer name}}**. In the case of an emergency, access to relevant video footage can provide your first responders with vital information that increases response times and improves efficiency.

The program includes a website portal branded to your agency that allows the community to learn about the program, purchase video streaming appliances via e-commerce and register their locations and agree to terms for camera sharing with public safety.

Motorola Responsibilities:

- Assign an overall coordination PM.
 - Design Workshop kickoff meeting
 - Post kickoff, send a copy/image updating guideline
 - Help coordinate domain registration
- Schedule a deployment kickoff meeting.



- Design Workshop kickoff meeting
- Post kickoff, send a copy/image updating guideline
- Help coordinate domain registration
- Set the date for a Workshop with the agency to set up portal to agency's specifications:
 - Design Workshop kickoff meeting
 - Post kickoff, send a copy/image updating guideline
 - Help coordinate domain registration
- Configure and deliver initial agency Protected Places branded registration experience.
- Provide initial training for system administrators.

Customer Responsibilities:

- The customer is required to provide project management and executive support to coordinate the deployment of the Protected Places program, including:
 - Community marketing to create a customer branded registration experience.
 - Customer must supply the following information to complete the registration page for their agency:
 - Images for the website
 - Copy for the website
- Identify a primary deployment contact and key stakeholders to sign off on design and deployment.
 - Community marketing to create a customer branded registration experience.
 - Customer must supply the following information to complete the registration page for their agency:
 - Images for the website
 - Copy for the website
- Provide the staff and focus to market to the community about the program (Motorola will not market to the community on behalf of the agency).
 - Community marketing to create a customer branded registration experience.
 - Customer must supply the following information to complete the registration page for their agency:
 - Images for the website
 - Copy for the website
- Provide branding/styling/color guidelines for the agency portal. These tasks must be completed within six weeks of the Protected Places kickoff meeting. Any tasks not completed by that time will be considered a change request and charged accordingly.
 - Registration page logo



- Registration page title
- Registration page description
- Community marketing to create a customer branded registration experience.
- Customer must supply the following information to complete the registration page for their agency:
 - Images for the website
 - Copy for the website
- Provide a list of zip codes for the agency jurisdiction so customers in the location(s) can register cameras and enable live streaming.
- Create a Memorandum of Understanding (MOU) establishing the terms under which the community businesses will allow the agency to use and access the live streaming from the registered cameras. MOU agreement will be facilitated with the business as part of the registration of a streaming solution, requiring they agree to the terms to complete the video streaming integration.
- Train administrators and employees with training materials provided by Motorola.]
- Ensure compliance with all applicable laws and regulations pertaining to the personal data received from video streaming.

CommandCentral Solution Provisioning

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin application, provision users and groups based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.



Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.



CommandCentral Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

Learning eXperience Portal (LXP Online Training)

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. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

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.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

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: Learning Experience Portal (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.
- Contact Motorola to engage Technical Support when needed.

Instructor-Led Training Motorola Responsibilities

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Completion Milestone

Following the conclusion of the delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities



- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

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



Texas DIR Contractual Documentation

The proposal is based upon and solely subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433), its Exhibits, applicable Addenda, and Exhibit A to the SSA which may be found at the following web address: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customerterms/flow-down-terms.html, and remains valid until December 12, 2025. This proposal may be accepted by issuing a signed purchase order that specifically references "PO is subject to Motorola's Quote dated 11-12-25 and the terms and conditions of the Texas DIR-CPO- 5433 contract and Exhibit A to the SSA linked in Motorola's proposal."

DIR Disclaimers:

- Data Location ○ Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.
- Product Accessibility ○ Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.
- Limitation of Liability ○ Disclaimer: The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.
- License Agreement Term and Termination ○ Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee. ○ Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).



CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Executive Team
Subject: Resolution 25-R-171 - Authorizing land acquisition of 710 Main Street for an amount not to exceed \$194,000 plus closing costs, specifying funding sources, and other matters in connection therewith (S.Williams/B.James)

BACKGROUND

The City for some time has been focused on the revitalization of Main Street through the Main Street infrastructure program as well as ordinance changes to make redeveloping Main Street easier, the grant programs, hosting events on Main Street and supporting efforts to redevelop Main Street. The City is seeking to purchase the property at 710 Main Street as part of that effort.

GOAL

Strengthen the economy of the city by protecting and enhancing the attractiveness of not only the Main Street area to residents and visitors, as well as provide support and stimulus to businesses, but also the surrounding areas of the City.

COMMUNITY BENEFIT

Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents.

SUMMARY OF RECOMMENDED ACTION

Approval of Resolution 25-R-171 authorizing the purchase of the property at 710 Main Street.

FISCAL IMPACT

The fiscal impact is \$194,000 plus closing costs from the General Fund to be taken from sales taxes received over estimates in FY 2024-25.

RECOMMENDATION

Approval of Resolution 25-R-171.

Attachments

Resolution 25-R-171

RESOLUTION 25-R-171

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS TO ACQUIRE THE PROPERTY LOCATED AT 710 MAIN STREET FOR AN AMOUNT NOT TO EXCEED 194,000.00 PLUS CLOSING COSTS FROM THE GENERAL FUND AND RELATED MATTERS IN CONNECTION THEREWITH.

WHEREAS, The City of Schertz desires to protect, enhance, and preserve the historic resources and landmarks which represent distinctive elements of Schertz' historic, architectural, economic, cultural, and social heritage by providing property owners and incentive for protecting their property; and

WHEREAS, The program is intended to stabilize and improve property values; and

WHEREAS, Foster civic pride in the beauty and accomplishments of the past, and to promote the use of the historic structures for the culture, education, and general welfare of residents; and

WHEREAS, Strengthen the economy of the city by protecting and enhancing the attractiveness of no only the Main Street area to residents and visitors, as well as provide support and stimulus to businesses, but also the surrounding areas of the City; and

WHEREAS, given the aims of the Comprehensive Plan as it relates to preserving the City's history and in particular the desire to foster commercial development that serves tourists and residents; and

WHEREAS, the City had reviewed comparable sales information for property that was listed publicly for sale in the area; and

WHEREAS, Staff briefed City Council on the merits of acquiring the property; and

WHEREAS, the City's realtor has negotiated with the property owner and the property owner has agreed to sell the property to the City; and

WHEREAS, the City of Schertz will fund the purchase of the property from the General Fund.

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

Section 1. The City Council hereby authorizes purchasing the property located at 710 Main Street and authorizes the City Manager to execute the necessary documents to

purchase the property for an amount not to exceed ONE HUNDRED NINETY-FOUR THOUSAND DOLLARS (\$194,000.00) plus closing costs.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED on the _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: City Secretary
Subject: Resolution 25-R-169 Nominations and appointment to the Schertz-Seguin Local Government Corporation (SSLGC) Board of Directors.

BACKGROUND

The Schertz Seguin Local Government Corporation (SSLGC) was formed in 1999 to provide drinking water to the cities of Schertz and Seguin. SSLGC has a five-member board each with a five-year term. The member cities alternate filling the five seats with one of them expiring each year. Schertz needs to appoint a new board member to the SSLGC Board of Directors to fulfill the unexpired term ending December 31, 2028, vacated with the passing of Mayor Pro Tem Brown. Additionally, Schertz needs to appoint a third board member with a term beginning January 1, 2026, and ending December 31, 2030.

Any qualified resident from the City of Schertz can be appointed to this position. At the December 19, 2023, City Council meeting, Council addressed a question regarding whether a current City Councilmember could serve, something that had not occurred in the past, from either City, as far as staff was aware. City Attorney, Dan Santee, stated that City and Board attorneys agreed that there was nothing in the law to preclude a Councilmember from serving on the Board with the understanding that a conflict could arise from which the Councilmember would need to abstain. If a Councilmember is chosen for either term, they should state their understanding when accepting the nomination.

At the next Council Meeting on December 2, 2025, two board members must be chosen.

1. Fulfill the unexpired term ending December 31, 2028, of Mayor Pro Tem Brown.
2. Appoint a third board member with a term beginning January 1, 2026, and ending December 31, 2030.
3. Appoint an Ex-Officio to the SSLGC Board.

Councilmember Robert Westbrook has expressed an interest in serving on the SSLGC Board.

Attachments

Resolution 25-R-169 Appointments to the SSLGC Board

RESOLUTION 25-R-169

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS APPOINTING A BOARD MEMBER TO THE SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION (SSGLC) TO FULFILL THE UNEXPIRED TERM FROM 2023-2028; APPOINT A BOARD MEMBER TO THE SSLGC WITH A NEW TERM FROM 2025-2030; AND A SSGLC EX-OFFICIO BOARD MEMBER TO THE SSGLC BOARD AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Schertz (the "City") will appoint a Board Member to fulfill the SSLGC Board Member position with an unexpired term 2023-2028; and

WHEREAS, the City Council of the City of Schertz (the "City") will appoint a Board Member to serve on the SSLGC Board with a new term from 2025-2030; and

WHEREAS, the City Council of the City of Schertz (the "City") will appoint a Board Member to fulfill the SSLGC Ex-Officio Board Member position; and

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

Section 1. The City Council hereby appoints _____ to serve on the SSLGC Board to fulfill the unexpired term from 2023-2028.

Section 2. The City Council hereby appoints _____ to serve on the SSGLC Board to fill a 2025-2030 term.

Section 3. The City Council hereby appoints _____ to serve as the Ex-Officio on the SSLGC Board.

Section 4. The recitals contained in the preamble hereof are hereby found to be free, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 5. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the

application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 9. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED, APPROVED AND ADOPTED, this _____ day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson, TRMC
City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: City Secretary
Subject: Resolution 25-R-153 Guadalupe Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)

BACKGROUND

Pursuant to Senate Bill 2 (88th Legislative Session), effective July 1, 2024, appraisal districts in counties with populations over 75,000 are governed by a nine-member board: five (5) directors appointed by taxing units, three (3) elected directors, and the county assessor collector serving ex-officio. For the upcoming appointment cycle, two (2) of the five (5) appointed directorships are to be filled, with each appointee serving a four (4) year term commencing January 1, 2025. This notice is provided to the representatives of the taxing units eligible to participate in the nomination and voting process. The following is a brief timeline of this process:

- The chief appraiser delivers notice of election and voting entitlement to the taxing units.
- Each taxing unit may nominate by resolution one candidate for each directorship to be filled (2 directorships are to be filled).

The Tax Assessor-Collector (TAC) is no longer required to participate in the appointment election with the passage of SB2. County TACs now serve as an ex officio voting director on appraisal district's board of directors. Nominations by way of resolution must be submitted to the chief appraiser no later than October 15 2025.

- The chief appraiser will then prepare and deliver a ballot of all nominees to each taxing unit before October 30 2025.
 - The governing body of each taxing unit must determine their vote by resolution and submit it to the chief appraiser before December 15 2025.
 - The chief appraiser will tabulate the votes, declare the winners, and submit the results to the governing body of each taxing unit before December 31 2025.
-

Attachments

Resolution 25-R-170 Guadalupe Appraisal BOD 2025
Exhibit A-Guadalupe Appraisal BOD Election Info. 2025

RESOLUTION 25-R-170

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS CASTING VOTES TO ELECT DIRECTOR(S) FOR THE GUADALUPE COUNTY APPRAISAL DISTRICT FOR THE JANUARY 2026 TERM.

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Guadalupe County Appraisal District on or before December 15, 2025; and

WHEREAS, the Chief Appraiser for Guadalupe County notified the City that it is authorized to cast **one hundred and three (103) votes** in the election for Guadalupe County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 2, 2025, city council meeting will cast its **103** votes as provided for herein; and

- | | | | |
|----|----------------------|----------------|-------|
| 1. | Ms. Letticia Sever | SCUC ISD | _____ |
| 2. | Mr. Forrest Fletcher | City of Seguin | _____ |
| 3. | Ms. Donetta Roberts | City of Cibolo | _____ |
| 4. | Dr. Alfred Burns | Navarro ISD | _____ |

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Guadalupe County Appraisal District for January term.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED AND ADOPTED, on this _____ of _____, 2025.

City of Schertz

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC, City Secretary

OFFICIAL BALLOT

EXHIBIT A

OFFICIAL BALLOT TO APPOINT BOARD OF DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR JANUARY 1, 2026

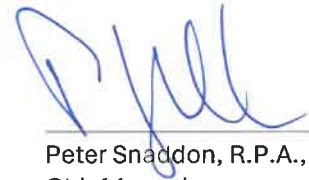
Issued to: City of Schertz

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate. You may cast all your votes for one candidate or divide those votes among any number of candidates. You have **103** total votes available.

Candidate names are listed below in alphabetical order along with the nominating taxing unit.

- | | | |
|-------------------------|----------------|-------|
| 1. Ms. Letticia Sever | SCUC ISD | _____ |
| 2. Mr. Forrest Fletcher | City of Seguin | _____ |
| 3. Ms. Donetta Roberts | City of Cibolo | _____ |
| 4. Dr. Alfred Burns | Navarro ISD | _____ |

This official ballot was issued under my hand this 29th day of October 2025.



Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser
Guadalupe Appraisal District

RESOLUTION OF VOTES CAST TO APPOINT DIRECTORS FOR THE GUADALUPE APPRAISAL DISTRICT FOR THE 2026-2029 TERM

WHEREAS, _____ (Name of Taxing Unit) is entitled to cast **100 votes or more** in the appointment election for the Board of Directors of the Guadalupe Appraisal District, and

WHEREAS, Section 6.03(k) of the Texas Tax Code requires that each taxing unit entitled to cast a vote do so **by resolution**, and

WHEREAS, Section 6.03(k-1) of Texas Tax Code requires the governing body of each taxing unit, entitled to cast **at least five percent (5%) of the total votes (2,000)** must do so at the **first or second open meeting** of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body, and

WHEREAS, Section 6.03(k-1) of Texas Tax Code requires the governing body must submit its vote to the chief appraiser **not later than the third day** following the date the resolution is adopted.

THEREFORE, THE _____ (Name of Taxing Unit) submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for appointment to the Board of Directors for the Guadalupe Appraisal District for term beginning on January 1, 2026.

ACTION TAKEN this ____ day of _____, 2025, in the First / Second (circle one) open meeting of the governing body of the above-mentioned taxing unit; as required by Section 6.03(k-1) of the Texas Tax Code for the purpose of casting votes to appointment candidate(s) to the Board of Directors of the Guadalupe Appraisal District.

Signature of Presiding Officer

ATTEST: _____

Title

**GUADALUPE APPRAISAL DISTRICT BOARD of DIRECTORS (APPOINTMENT) ELECTION
ENTITY VOTING ENTITLEMENTS**

as of 8/27/2025

CAD	Taxing Unit ID	Taxing Unit Name	2025 Entity Levy	2025 Total Levy	Portion of Levy (%)	Total Number of Votes	Entity Votes ¹
094-Guadalupe	094-000-00	Guadalupe County	\$75,906,881 ÷	\$363,337,266 =	0.208916	x 2,000	418
094-Guadalupe	094-902-02	Schertz-Cibolo UC ISD	\$69,017,717 ÷	\$363,337,266 =	0.189955	x 2,000	380
094-Guadalupe	094-901-02	Seguin ISD	\$57,702,685 ÷	\$363,337,266 =	0.158813	x 2,000	318
094-Guadalupe	094-103-03	City of Seguin	\$23,569,335 ÷	\$363,337,266 =	0.064869	x 2,000	130
094-Guadalupe	094-903-02	Navarro ISD	\$22,809,859 ÷	\$363,337,266 =	0.062779	x 2,000	126
094-Guadalupe	094-904-02	Marion ISD	\$20,569,400 ÷	\$363,337,266 =	0.056612	x 2,000	113
094-Guadalupe	046-901-02	New Braunfels ISD	\$18,774,399 ÷	\$363,337,266 =	0.051672	x 2,000	103
094-Guadalupe	094-104-03	City of Cibolo	\$18,639,043 ÷	\$363,337,266 =	0.051300	x 2,000	103
094-Guadalupe	094-102-03	City of Schertz	\$18,545,469 ÷	\$363,337,266 =	0.051042	x 2,000	103
094-Guadalupe	046-902-02	Comal ISD	\$12,216,306 ÷	\$363,337,266 =	0.033622	x 2,000	67
094-Guadalupe	046-101-03	City of New Braunfels	\$9,561,097 ÷	\$363,337,266 =	0.026315	x 2,000	53
094-Guadalupe	105-902-02	San Marcos ISD	\$3,720,184 ÷	\$363,337,266 =	0.010239	x 2,000	20
094-Guadalupe	094-202-19	Lake McQueeney WCID #1	\$2,406,459 ÷	\$363,337,266 =	0.006623	x 2,000	13
094-Guadalupe	094-201-19	Lake Placid WCID #1	\$1,834,498 ÷	\$363,337,266 =	0.005049	x 2,000	10
094-Guadalupe	094-201-04	Lone Oak MUD	\$1,450,186 ÷	\$363,337,266 =	0.003991	x 2,000	8
094-Guadalupe	247-903-02	LaVernia ISD	\$1,389,739 ÷	\$363,337,266 =	0.003825	x 2,000	8
094-Guadalupe	015-120-03	City of Selma	\$1,344,497 ÷	\$363,337,266 =	0.003700	x 2,000	7
094-Guadalupe	028-903-02	Luling ISD	\$1,100,330 ÷	\$363,337,266 =	0.003028	x 2,000	6
094-Guadalupe	046-202-19	Lake Dunlap WCID	\$697,073 ÷	\$363,337,266 =	0.001919	x 2,000	4
094-Guadalupe	094-101-03	City of Marion	\$481,497 ÷	\$363,337,266 =	0.001325	x 2,000	3
094-Guadalupe	028-906-02	Prairie Lea ISD	\$436,470 ÷	\$363,337,266 =	0.001201	x 2,000	2
094-Guadalupe	015-115-03	City of Universal City	\$269,740 ÷	\$363,337,266 =	0.000742	x 2,000	1
094-Guadalupe	094-202-04	Guadalupe County MUD#4	\$156,459 ÷	\$363,337,266 =	0.000431	x 2,000	1
094-Guadalupe	094-106-03	City of Santa Clara	\$130,777 ÷	\$363,337,266 =	0.000360	x 2,000	1
094-Guadalupe	094-203-19	Meadow Lake WCID #1	\$102,709 ÷	\$363,337,266 =	0.000283	x 2,000	1
094-Guadalupe	094-204-04	Guadalupe County MUD06	\$96,617 ÷	\$363,337,266 =	0.000266	x 2,000	1
094-Guadalupe	094-209-04	Guadalupe County MUD #11	\$74,183 ÷	\$363,337,266 =	0.000204	x 2,000	No Vote
094-Guadalupe	089-903-02	Nixon-Smiley ISD	\$72,115 ÷	\$363,337,266 =	0.000198	x 2,000	No Vote
094-Guadalupe	094-211-04	Park Place MUD	\$69,432 ÷	\$363,337,266 =	0.000191	x 2,000	No Vote
094-Guadalupe	094-207-04	Sky Ranch MUD	\$50,365 ÷	\$363,337,266 =	0.000139	x 2,000	No Vote
094-Guadalupe	094-212-04	Steelwood Trail MUD	\$46,446 ÷	\$363,337,266 =	0.000128	x 2,000	No Vote
094-Guadalupe	028-102-03	City of Luling	\$38,906 ÷	\$363,337,266 =	0.000107	x 2,000	No Vote
094-Guadalupe	094-201-09	York Creek Water Dist.	\$36,556 ÷	\$363,337,266 =	0.000101	x 2,000	No Vote
094-Guadalupe	105-103-03	City of San Marcos	\$15,651 ÷	\$363,337,266 =	0.000043	x 2,000	No Vote
094-Guadalupe	094-213-04	Sedona MUD01	\$1,803 ÷	\$363,337,266 =	0.000005	x 2,000	No Vote
094-Guadalupe	094-210-04	Marion Oaks MUD	\$1,515 ÷	\$363,337,266 =	0.000004	x 2,000	No Vote
094-Guadalupe	094-214-04	Sedona MUD02	\$669 ÷	\$363,337,266 =	0.000002	x 2,000	No Vote
094-Guadalupe	094-205-04	Guadalupe County MUD10	\$203 ÷	\$363,337,266 =	0.000001	x 2,000	No Vote
							2,000

Source: 2025 Adjusted Certified Roll, as of Supplement 1.

Section 6.03 Board of Directors¹

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

GUADALUPE APPRAISAL DISTRICT

Main Office

3000 N. Austin St.
Seguin, Texas 78155
(830) 303-3313
(830) 372-2874 (Fax)
cstiers@guadalupead.org



Schertz Substation

1052 FM 78, Ste. 103
Schertz, Texas 78154
(830) 303-3313 Opt. 0
(877) 254-0888 (Fax)

October 29, 2025

CITY OF SCHERTZ

City Manager and City Council

1400 Schertz Pkwy.

Schertz, TX 78154

Dear City Manager and City Council,

Enclosed is an Official Ballot to cast votes for the Guadalupe Appraisal District Board of Directors. The ballot provides directions on how the sum of your taxing units' allocated votes may be cast among available candidates.

The passage of SB2 during the 88th Legislative Session included **new key procedural deadlines** for those taxing units entitled to cast at least 5% of the total votes. In addition to the requirement that each taxing unit cast their votes by passage of a resolution, taxing units entitled to cast **100 votes or more must also meet** specific procedural deadlines in passage and submission of resolution.

Per §6.03(k-1) of Texas Tax Code, please be mindful of the bolded requirements below:

"The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted."

For the majority of our taxing units who have **less than 100 votes**, there is no change to the deadline for timely submission of ballot and resolution is **before December 15, 2025**.

It should be noted, a taxing unit's eligibility to initiate the recall of an appointed member on an appraisal district's board of directors is outlined in §6.033(a) of the Texas Tax Code. It states,

*"The governing body of a taxing unit may call for the recall of an appointed member of the board of directors of an appraisal district **for whom the taxing unit cast any of its votes** in the appointment of the board."*

The chief appraiser shall count the votes, **declare the two (2) candidates** who receive the largest cumulative vote totals elected, and submit the results before December 31, 2025 to the governing body of each taxing unit in the district and to the candidates.

Please call if you should have any questions in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Snaddon".

Peter Snaddon, R.P.A., C.C.A.
Chief Appraiser

Enclosures:

1. Official Ballot with Resolution
2. BOD Vote Allocation Summary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: City Secretary
Subject: Resolution 25-R-167-Bexar Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)

Attachments

Exhibit A- Bexar Appraisal BOD Election Information
Resolution 25-R167 Bexar Appraisal BOD Election 2025



EXHIBIT A

OFFICIAL ELECTION BALLOT OF
BEXAR APPRAISAL DISTRICT BOARD OF DIRECTORS
2026 TERM

VOTE MUST BE MADE BY RESOLUTION.
THIS BALLOT MUST BE SUBMITTED WITH A RESOLUTION FOR YOUR VOTE
TO BE COUNTED.

TAXING UNIT NAME: _____

CANDIDATE

NUMBER OF VOTES

DR. RALPH E. BARKSDALE
(NOMINATED BY BEXAR COUNTY)

JULIANA DUSEK
(NOMINATED BY CITY OF OLMOS PARK)

IVALIS MEZA GONZALEZ
(NOMINATED BY CITY OF SAN ANTONIO)

GERALD LOPEZ
(NOMINATED BY ALAMO COLLEGE DISTRICT AND NORTHSIDE ISD)

LEE MARTINEZ
(NOMINATED BY HARLANDALE ISD)

ROLANDO RAMIREZ
(NOMINATED BY SOUTHSIDE ISD)

BECKY RUIZ
(NOMINATED BY HARLANDALE ISD AND NORTHSIDE ISD)

Bexar Central Appraisal District Voting Entitlement Calculation

Taxing Unit	2024 Tax Levy	Sum of Levies	Percentage of Total Levy	Percentage Times 1,000 Rounded to Whole Number	Number of Directorship Positions to be Filled	Total Votes
ALAMO COMMUNITY COLLEGE DIST.	\$371,155,748	\$4,178,153,759	0.0888324771	89	2	178
ALAMO HEIGHTS ISD	\$81,284,888	\$4,178,153,759	0.0194547383	19	2	38
BEXAR COUNTY	\$633,755,511	\$4,178,153,759	0.1516831470	152	2	304
BOERNE ISD	\$34,568,475	\$4,178,153,759	0.0082736244	8	2	16
CITY OF ALAMO HEIGHTS	\$8,273,275	\$4,178,153,759	0.0019801270	2	2	4
CITY OF BALCONES HEIGHTS	\$2,192,201	\$4,178,153,759	0.0005246817	1	2	2
CITY OF CASTLE HILLS	\$4,916,808	\$4,178,153,759	0.0011767896	1	2	2
CITY OF CHINA GROVE	\$526,505	\$4,178,153,759	0.0001260138	0	2	0
CITY OF CONVERSE	\$12,085,232	\$4,178,153,759	0.0028924814	3	2	6
CITY OF ELMENDORF	\$1,015,827	\$4,178,153,759	0.0002431282	0	2	0
CITY OF FAIR OAKS RANCH	\$4,909,502	\$4,178,153,759	0.0011750410	1	2	2
CITY OF GREY FOREST	\$69,040	\$4,178,153,759	0.0000165240	0	2	0
CITY OF HELOTES	\$5,038,247	\$4,178,153,759	0.0012058549	1	2	2
CITY OF HILL COUNTRY VILLAGE	\$725,163	\$4,178,153,759	0.0001735606	0	2	0
CITY OF KIRBY	\$3,486,611	\$4,178,153,759	0.0008344860	1	2	2
CITY OF LEON VALLEY	\$6,437,465	\$4,178,153,759	0.0015407439	2	2	4
CITY OF LIVE OAK	\$7,591,021	\$4,178,153,759	0.0018168362	2	2	4
CITY OF LYTLE	\$6,241	\$4,178,153,759	0.0000014937	0	2	0
CITY OF OLMOS PARK	\$4,408,700	\$4,178,153,759	0.0010551790	1	2	2
CITY OF SAN ANTONIO	\$843,529,760	\$4,178,153,759	0.2018905499	202	2	404
CITY OF SANDY OAKS	\$857,821	\$4,178,153,759	0.0002053110	0	2	0
CITY OF SCHERTZ	\$3,437,866	\$4,178,153,759	0.0008228194	1	2	2
CITY OF SELMA	\$2,139,386	\$4,178,153,759	0.0005120410	1	2	2
CITY OF SHAVANO PARK	\$5,135,519	\$4,178,153,759	0.0012291360	1	2	2
CITY OF SOMERSET	\$1,019,083	\$4,178,153,759	0.0002439075	0	2	0
CITY OF ST HEDWIG	\$1,327,582	\$4,178,153,759	0.0003177437	0	2	0
CITY OF TERRELL HILLS	\$7,344,245	\$4,178,153,759	0.0017577728	2	2	4
CITY OF UNIVERSAL CITY	\$10,640,969	\$4,178,153,759	0.0025468113	3	2	6
CITY OF VON ORMY	\$119,649	\$4,178,153,759	0.0000286368	0	2	0
CITY OF WINDCREST	\$4,027,970	\$4,178,153,759	0.0009640550	1	2	2
COMAL ISD	\$40,289,098	\$4,178,153,759	0.0096427993	10	2	20
EAST CENTRAL ISD	\$74,540,831	\$4,178,153,759	0.0178406146	18	2	36
EDGEWOOD ISD	\$22,385,085	\$4,178,153,759	0.0053576499	5	2	10
FLORESVILLE ISD	\$32,633	\$4,178,153,759	0.0000078104	0	2	0
HARLANDALE ISD	\$30,864,126	\$4,178,153,759	0.0073870249	7	2	14
JUDSON ISD	\$153,248,717	\$4,178,153,759	0.0366785728	37	2	74
MEDINA VALLEY ISD	\$35,126,067	\$4,178,153,759	0.0084070786	8	2	16
NORTH EAST ISD	\$510,038,662	\$4,178,153,759	0.1220727363	122	2	244
NORTHSIDE ISD IN BEXAR COUNTY	\$769,452,698	\$4,178,153,759	0.1841609338	184	2	368
SAN ANTONIO ISD	\$316,361,214	\$4,178,153,759	0.0757179444	76	2	152
SCHERTZ-CIBOLO ISD	\$15,319,371	\$4,178,153,759	0.0036665407	4	2	8
SOMERSET ISD IN BEXAR COUNTY	\$6,769,671	\$4,178,153,759	0.0016202542	2	2	4
SOUTH SAN ISD	\$32,473,826	\$4,178,153,759	0.0077722908	8	2	16
SOUTHSIDE ISD	\$27,381,380	\$4,178,153,759	0.0065534639	7	2	14
SOUTHWEST ISD	\$78,161,730	\$4,178,153,759	0.0187072412	19	2	38
TOWN OF HOLLYWOOD PARK	\$3,682,340	\$4,178,153,759	0.0008813319	1	2	2

Texas Property Tax Code Section 6.03(d): The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.



Bexar Central Appraisal District

411 N. Frio, San Antonio, TX 78207 | Phone: 210-242-2432 | www.bcad.org

November 13, 2025

To: All Participating Taxing Units of Bexar Central Appraisal District

RE: CORRECTED NOTICE OF 2025 VOTING ENTITLEMENTS

Purpose of This Corrected Notice

This correspondence serves as an official corrected notice of 2025 voting entitlements for the appointment of members to the 2026 Bexar Central Appraisal District Board of Directors. It replaces and supersedes the previous notice issued on October 20, 2025. After an internal compliance review, it was determined that the total number of votes distributed was incorrectly calculated as 5,000 instead of 2,000, due to a misapplication of the multiplier in Tax Code § 6.03(d).

Explanation of the Correction

Under Texas Property Tax Code § 6.03(d), the number of votes distributed among participating taxing units must be determined as follows: “The voting entitlement of a taxing unit... is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, multiplying the quotient by 1,000, and then by the number of directorships to be filled.”

For the 2026 term, two (2) directorships are to be filled (corresponding to the expiration of the one-year staggered terms drawn in 2024). Accordingly, the total number of votes available for distribution is 2,000 ($1,000 \times 2$ directorships). The previous notice inadvertently retained the 2024 transition-year total of 5,000 votes, which applied when five positions were being filled. While the percentage distribution for each taxing unit remains unchanged, the vote totals must now be adjusted to align with statutory requirements.

Impact on Voting Units

Each taxing unit’s percentage entitlement remains identical to the previous notice. Only the total number of available votes has been corrected from 5,000 to 2,000. Any ballots previously cast using the 5,000-vote allocation are void and must be resubmitted using the corrected voting entitlement enclosed with this notice. Votes must be resubmitted by December 15, 2025, consistent with the statutory deadline in Tax Code § 6.03(k).

Next Steps for Taxing Units Review the enclosed Corrected Voting Entitlement Table

Adopt a new resolution designating how your governing body's votes will be cast using the corrected totals. Submit the Ballot and Resolution to the Chief Appraiser no later than December 15, 2025: a copy of the ballot has been included for your convenience.

We appreciate the continued partnership of each taxing unit in ensuring that our collective processes remain accurate, transparent, and fair. This correction will not affect any outcomes or election timelines but ensures the integrity of the board appointment process and reinforces our shared mission of transparency, trust, and teamwork.

For any questions or clarification, please contact Chief Appraiser Rogelio Sandoval, or his assistant, at 210-242-2409.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Sandoval', written in a cursive style.

Rogelio Sandoval,
Chief Appraiser

Enclosures

Frequently Asked Questions (FAQ)

Q1. Why did this occur?

During preparation of the 2025 notices, the 2024 transitional vote total (5,000 votes = 5 directorships × 1,000) was inadvertently carried forward. After identifying the discrepancy during routine reconciliation, the district is issuing this correction proactively to ensure statutory compliance and transparency.

Q2. Does this change my voting percentage?

No. Each taxing unit's voting entitlement percentage based on its proportion of total prior-year property taxes within the district remains identical. Only the number of total votes has changed to reflect the two seats available.

Q3. What if we already submitted our ballot?

Any ballots submitted under the previous notice are nullified by this correction. Please resubmit your governing body's vote using the enclosed Corrected Ballot by December 15, 2025.

Q4. Will this delay the appointment process?

No. The statutory timeline under § 6.03(k) remains intact. This correction ensures that all votes are properly aligned with the number of open directorships before tabulation and certification.

RESOLUTION 25-R-167

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ,
TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE BEXAR
COUNTY APPRAISAL DISTRICT FOR THE 2026 TERM.**

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their votes by Resolution and submit results of that vote to the Chief Appraiser of the Bexar County Appraisal District on or before December 15, 2025; and

WHEREAS, the Chief Appraiser for Bexar County notified the City that it is authorized to cast **two (2) votes** in the election for Bexar County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 2, 2025 cast its **two (2) votes** as provided for herein.

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

Section 1. The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Bexar County Appraisal District for January 1 through December 31, 2026 term. The City of Schertz casts its **two (2) votes** for _____.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED AND ADOPTED, this _____ day of _____ 2025.

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: City Secretary
Subject: Resolution 25-R-168 Comal Appraisal District Board of Directors Election 2025 (Mayor/S.Edmondson)

BACKGROUND

Section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote(s) by Resolution and submit results of that vote to the Chief Appraiser of the Comal County Appraisal District on or before December 15, 2025.

The Chief Appraiser for Comal County notified the City that it is authorized to cast **69 votes** in the election for Comal County Appraisal District Directors.

Attachments

Exhibit A-Comal Appraisal BOD Election 2025
Resolution 25-R-168 Comal Appraisal BOD Election 2025

OFFICIAL BALLOT and RESOLUTION

Issued to: City of Schertz

TO ELECT BOARD OF DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2026-2029

Directions: Please enter the number of votes cast on the blank space opposite the name of the candidate or divide those votes amount any number of the candidates. You have 69 total available votes.

Table with 5 columns: CANDIDATES, NOMINATING BODY, TERM, VOTES CAST. Rows include Sean Alvarez, Case Brown, and Aaron Craig O'Neil.

Issued under my hand this 23rd day of October, 2025.

Handwritten signature of Jeffrey J. Booker, RPA, Chief Appraiser.

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE COMAL APPRAISAL DISTRICT FOR THE YEARS 2026-2029.

WHEREAS, Section 6.03(k), of the Texas Property Tax Code requires that each taxing unit entitled to vote cast their vote by Resolution and submits results of that vote to the Chief Appraiser of the Comal Appraisal District by December 15, 2025.

*WHEREAS, Section 6.03(k-1), This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

THEREFORE, the City of Schertz submits the above Official Ballot, as issued by the Chief Appraiser, stating the vote for candidates for the election of the Board of Directors for the Comal Appraisal District.

ACTION TAKEN this _____ day of _____, 2025, in _____ Session of the governing body of the above mentioned taxing unit; as authorized under Section 6.03 of the Texas Property Tax Code for the purpose of casting votes to elect the Board of Directors of the Comal Appraisal District.

ATTEST:

*Please consult your attorney for legal advice

RESOLUTION 25-R-168

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS CASTING VOTES TO ELECT DIRECTORS FOR THE COMAL COUNTY APPRAISAL DISTRICT FOR A 2026-2029 TERM.

WHEREAS, section 6.03(k), of the Texas Property Tax Code, requires that each taxing unit entitled to vote cast their vote(s) by Resolution and submit results of that vote to the Chief Appraiser of the Comal County Appraisal District on or before December 15, 2025; and

WHEREAS, the Chief Appraiser for Comal County notified the City that it is authorized to cast **69 votes** in the election for Comal County Appraisal District Directors; and

WHEREAS, the Schertz City Council at their regular meeting held on December 2, 2025 cast **69 votes** as provided for herein; and

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

Section 1 . The City of Schertz submits the Official Ballot, attached hereto as Exhibit A and incorporated by reference for all purposes, indicated the votes for candidate(s) for the election of the Board of Directors for the Comal County Appraisal District for January I, 2026 through December 31, 2029 term. The City of Schertz cast ____ votes for _____ .

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED, APPROVED AND ADOPTED, this day _____ of _____, 2025

CITY OF SCHERTZ, TEXAS

Ralph Rodriguez, Mayor

ATTEST:

Sheila Edmondson TRMC, City Secretary

CITY COUNCIL MEMORANDUM

City Council Meeting: December 02, 2025
Department: Planning & Community Development
Subject: Petition for Removal of Property from the City of Schertz ETJ - Update on approximately 22.317 Acre ETJ Release in Northern Schertz near Old Nacogdoches Road within Comal County (B.James/L.Wood/E.Delgado)

BACKGROUND

On November 14, 2025, the City Secretary's office received a Notice of Petition for Removal of Property from the City of Schertz Extraterritorial Jurisdiction "ETJ" for approximately 22.317 acres located within Comal County, more specifically identified as Comal County Property Identification Number 73715 and a portion of Comal County Property Identification 455975. The subject properties are currently undeveloped and do not have a Development Agreement, or Delayed Annexation Development Agreement and are not subject to annexation at this time. The subject property is owned by 4W Contractors LLC.

Senate Bill 2038, which took effect on September 1, 2023 and House Bill 2512 effective September 1, 2025, changed the Texas Local Government Code in relation to property owners ability to petition a City to be released from the Extraterritorial Jurisdiction or ETJ. Per Texas Local Government Code Chapter 42 Section 42.101 a property owner can request to be released from a municipalities ETJ, unless one of the following applies to the subject properties:

1. the property is within 5 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;
2. in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000
3. within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and (B) in a county with a population of more than two million;
4. in an area designated as an industrial district under Section 42.044; or
5. in an area subject to a strategic partnership agreement entered into under Section 43.0751; or
6. for the extraterritorial jurisdiction of a municipality located in four or more counties, one of which has a population of 2.1 million or more and is adjacent to a county with a population of 2.6 million or more: (A) in an area subject to an active development agreement entered into under Section 212.172 with the municipality; (B) in a platted or unplatted lot of less than 12 acres unless included with the other land in a petition for release under Section 42.102; or (C) within a platted subdivision of 25 or more lots if the area is a single lot.

None of the above six criteria apply to the subject properties. So, per Texas Local Government Code

Chapter 42 Extraterritorial Jurisdiction of Municipalities, Section 42.102 Authority to File Petition for Release which states: The owner or owners of the majority in value of an area consisting of one or more parcels of land in a municipality's extraterritorial jurisdiction may file a petition with the municipality in accordance with this subchapter for the area to be released from the extraterritorial jurisdiction, the property owners of the subject property were able to submit a petition for ETJ release.

The petition submitted to the City Secretary's office was such petition, filed by the owner of the property in question, and meeting all of the requirements outlined in the Local Government Code for ETJ release.

Based on state law, if a municipality fails to take action to release the area by the later of the 45th day after the date the municipality receives the petition or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, the area is released by operation of law.

Attached to this written update includes a map showing the tracts / acreage that will be removed from the City of Schertz ETJ based on the submitted petition, along with the Notice of Petition from the property owners.

Attachments

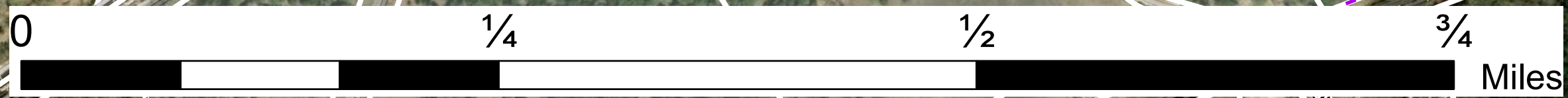
ETJ Release Map Exhibit

Property Owner Notice of Petition for Release from the ETJ



TRACT 2
0.70 AC
PARCEL ID:
455975
(TO BE ASSUMED
BY 73715)

TRACT 1
21.62 AC
PARCEL ID:
73715



KG KILLEN, GRIFFIN & FARRIMOND
ATTORNEYS AT LAW

November 14, 2025

Sheila Edmondson
City Secretary
City of Schertz, Texas
1400 Schertz Parkway, Bldg. 2
Schertz, Texas 78154
sedmondson@schertz.com

RE: **Petition by Landowner for Release from Extraterritorial Jurisdiction**, in accordance with Texas Local Government Code Chapter 42 Subchapter D (Sections 42.101 – .105) and Texas Election Code Chapter 277, for Certain Property of Approximately 22.317 Acres (the “Subject Property”), Located at 22156 Old Nacogdoches Road, Comal County, Texas 78132 (Comal County Appraisal District Property ID No. 73715 and a Portion of 455975), in the Extraterritorial Jurisdiction (“ETJ”) of the City of Schertz (“City”), Comal County (“County”), Texas

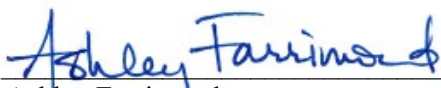
Dear Ms. Edmondson:

On behalf of the landowner of the Subject Property, **4W Contractors, LLC**, a Texas limited liability company (the “Property Owner”), we are submitting the attached Petition and supporting documents to the City for the release of the Subject Property from the City’s ETJ. Texas Local Government Code Section 42.102 provides, “The owner ... of the majority in value of an area consisting of one or more parcels of land in a municipality’s extraterritorial jurisdiction may file a petition with the municipality ... to be released from the extraterritorial jurisdiction.” If such petition satisfies the requirements of Texas Local Government Code Chapter 42 Subchapter D and Texas Election Code Chapter 277, a municipality *shall* immediately release the area from the municipality’s extraterritorial jurisdiction (*see* Texas Local Government Code Section 42.105 (emphasis added)).

We respectfully request the City release the Subject Property from its ETJ at your earliest convenience. If there is any additional information or documentation that we can provide to assist in your review of the Petition, please do not hesitate to contact me at (210) 960-2750 or via email at: ashley@kgftx.com.

Sincerely,

KILLEN, GRIFFIN & FARRIMOND, PLLC

By: 
Ashley Farrimond

Enclosures: Petition requesting release from the City of Schertz ETJ

PETITION

FOR RELEASE FROM THE EXTRATERRITORIAL JURISDICTION

OF THE CITY OF SCHERTZ PURSUANT TO

TEXAS LOCAL GOVERNMENT CODE CHAPTER 42 SUBCHAPTER D

Texas Local Government Code Chapter 42, Subchapter D (“Subchapter D”), grants an owner of land within a municipality’s extraterritorial jurisdiction (the “ETJ”) the authority to file a petition with the municipality for release from the ETJ. In accordance with Subchapter D, **4W Contractors, LLC**, (the “Petitioner”), hereby submits this petition (the “Petition”) to the City of Schertz, a Texas home-rule municipal corporation (the “City”), for the release, from the City’s ETJ, of an approximately 22.317-acre tract of land (the “Property”), owned solely by the Petitioner. The Property is further described by the maps/exhibits and metes and bounds legal description attached hereto as **Exhibits “A” and “B,”** and incorporated herein for all purposes. In support of the Petition, the Petitioner presents the following:

I. Petition Requirements

Subchapter D §42.101 - 104 include requirements for a valid petition. This Petition satisfies these requirements, as further outlined below:

- 1) Petitioner. This Petition has been executed (via a handwritten signature) by the owners of a majority in value of the holders of title of the Property. Specifically, the Petitioner is the record title holder of the entire Property subject to this Petition as evidenced by the deed and Comal County Appraisal District tax rolls for the Property attached hereto as **Exhibits “C” and “D,”** and incorporated herein for all purposes.
- 2) Area to be Released. This Petition includes maps/exhibits of the Property and a metes and bounds legal description of the Property to be released (*see Exhibits “A” and “B,”* referenced above).
- 3) Texas Election Code Chapter 277 (“Chapter 277”). This Petition satisfies the requirements set forth in Chapter 277.
- 4) No Exceptions Apply. Subchapter D §42.101 includes five (5) exceptions for areas in which a tract may not be released from a municipality’s ETJ. The Property does not fall under any such exception.

II. Municipal Action Following Receipt of Petition

Following the City’s receipt of this Petition, the Petitioner requests that the City comply with the following requirements of Subchapter D:

- 1) Verification. The Petitioner requests that the City Secretary, or other person responsible for verifying signatures at the City, verify this Petition in accordance with Subchapter D §42.105.
- 2) Notification. The Petitioner requests that the City provide notice regarding the results of this Petition to the Petitioner in accordance with Subchapter D §42.105(b).

- 3) Release. In accordance with Subchapter D §42.105(c) and (d), the City shall take action to release the Property immediately from the City's ETJ. This release shall be completed no later than forty-five (45) days of receipt of this Petition or at the next City Council meeting that occurs no later than thirty (30) days after receipt of this Petition. If the City fails to take action to release the Property from the City's ETJ, the Property will be released by operation of law.

Based on the foregoing information, the Petitioner respectfully submits this Petition for the release of the Property from the City's ETJ, pursuant to the authority and rights granted under Subchapter D. The Petitioner requests that any correspondence regarding this Petition be forwarded to the Property Owner/Petitioner at the address provided on the subsequent signature page (with copies to Killen, Griffin & Farrimond, PLLC, as noted).

Property Owner/Petitioner:

4W Contractors, LLC
Attention: Gordon Ward
3413 Comal Springs
Canyon Lake, Texas 78133
Phone: (210) 478-2140
Email: gordon@4wllc.com

with copy to:

Killen, Griffin & Farrimond, PLLC
Attention: Ashley Farrimond
10101 Reunion Place, Suite 250
San Antonio, Texas 78216
Phone: (210) 960-2750
Email: ashley@kgftx.com

WHEREFORE, THIS PETITION SATISFIES ALL OF THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 42 SUBCHAPTER D FOR THE RELEASE OF LAND FROM THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SCHERTZ, TEXAS, AND THE PETITIONER RESPECTFULLY REQUESTS THE CITY RELEASE SAID LAND, AS DESCRIBED HEREIN.

Respectfully submitted, this 12 day of 11 2025.

Signature Page to Follow

PETITIONER:

4W Contractors, LLC

By:  Signature Date: 11/12/25

Printed Name: Gordon Ward

Title: Governing Person

Date of Birth: 01/21/1985

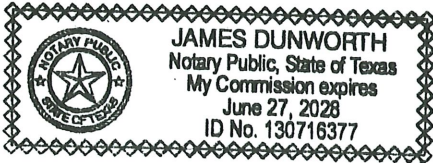
Residential Address: 3413 Comal Springs

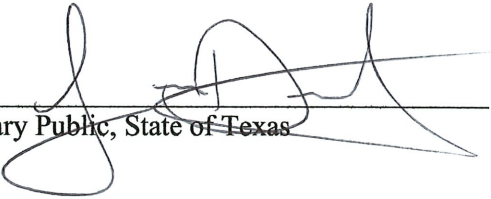
Canyon Lake, Texas 78133

ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

This instrument was acknowledged before me on this 12 day of November 2025, by Gordon Ward, as Governing Person of 4W Contractors, LLC, a Texas limited liability company.




Notary Public, State of Texas

Enclosures:

- Exhibit A** – Exhibits of the Property
- Exhibit B** – Signed and Sealed Metes and Bounds Description of the Property
- Exhibit C** – Deed for the Property
- Exhibit D** – Comal County Appraisal District Information for the Property

TEXAS SECRETARY of STATE JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 803885453 **Entity Type:** Domestic Limited Liability Company (LLC)
Original Date of Filing: January 6, 2021 **Entity Status:** In existence
Formation Date: N/A
Tax ID: 32077254624 **FEIN:**
Duration: Perpetual

Name: 4W Contractors, LLC
Address: 3413 COMAL SPGS
 CANYON LAKE, TX 78133-5998 USA

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES	INITIAL ADDRESS
Last Update	Name		Title			Address
December 4, 2024	GORDON WARD		Governing Person			3413 COMAL SPRINGS CANYON LAKE, TX 78133 USA
December 4, 2024	CODY WARD		Governing Person			367 CYLAMEN NEW BRAUNFELS, TX 78132 USA
December 4, 2024	GARRET WARD		Governing Person			6334 DAISY WAY NEW BRAUNFELS, TX 78132 USA

Instructions:

● To place an order for additional information about a filing press the 'Order' button.


Exhibit A

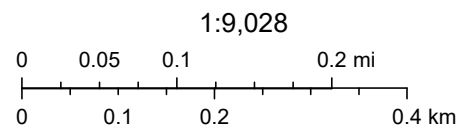
Exhibits of Property

Comal CAD Web Map



11/18/2025, 8:46:29 PM

-  Parcels
-  Abstracts



© OpenStreetMap (and) contributors, CC-BY-SA

Comal County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

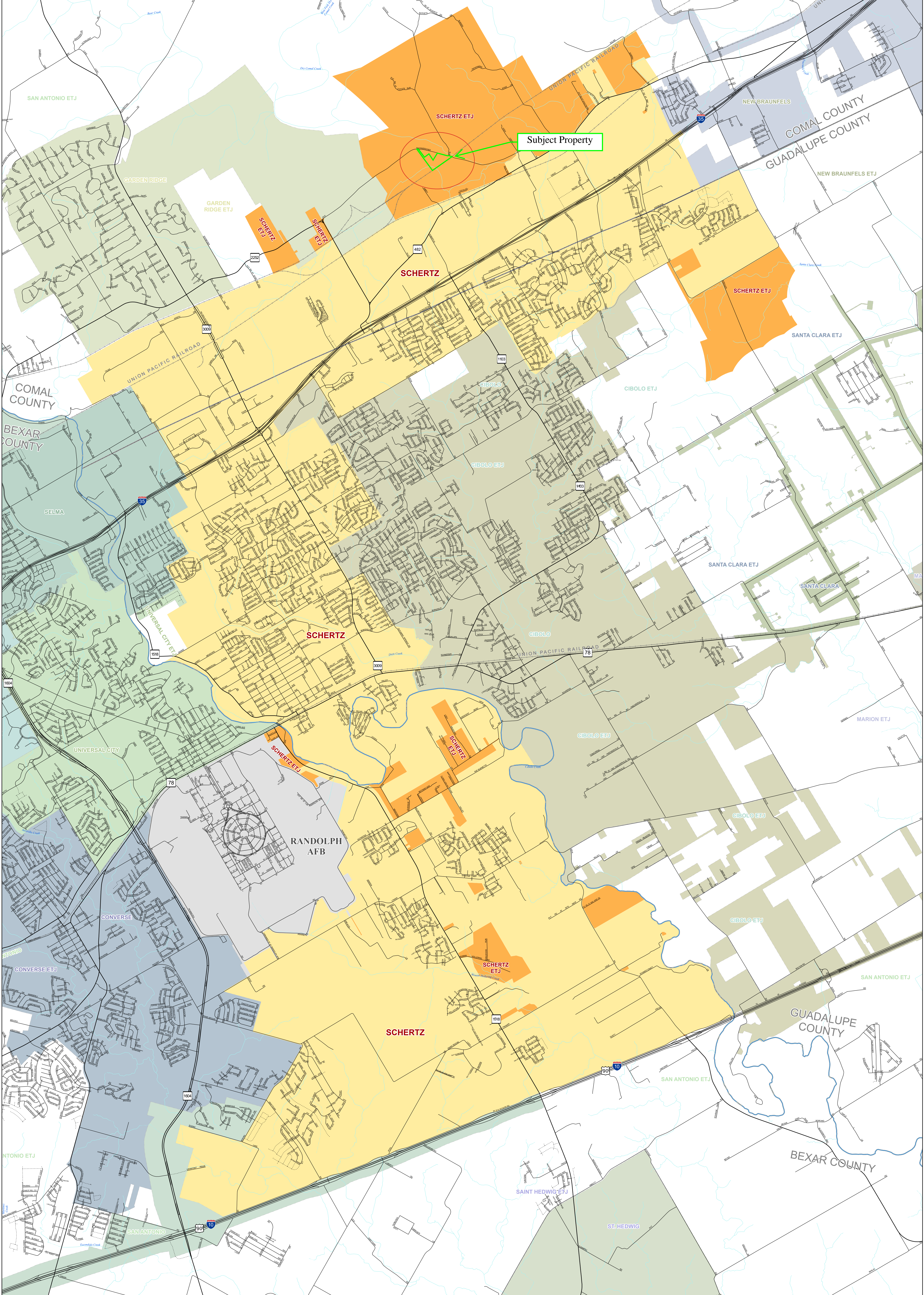
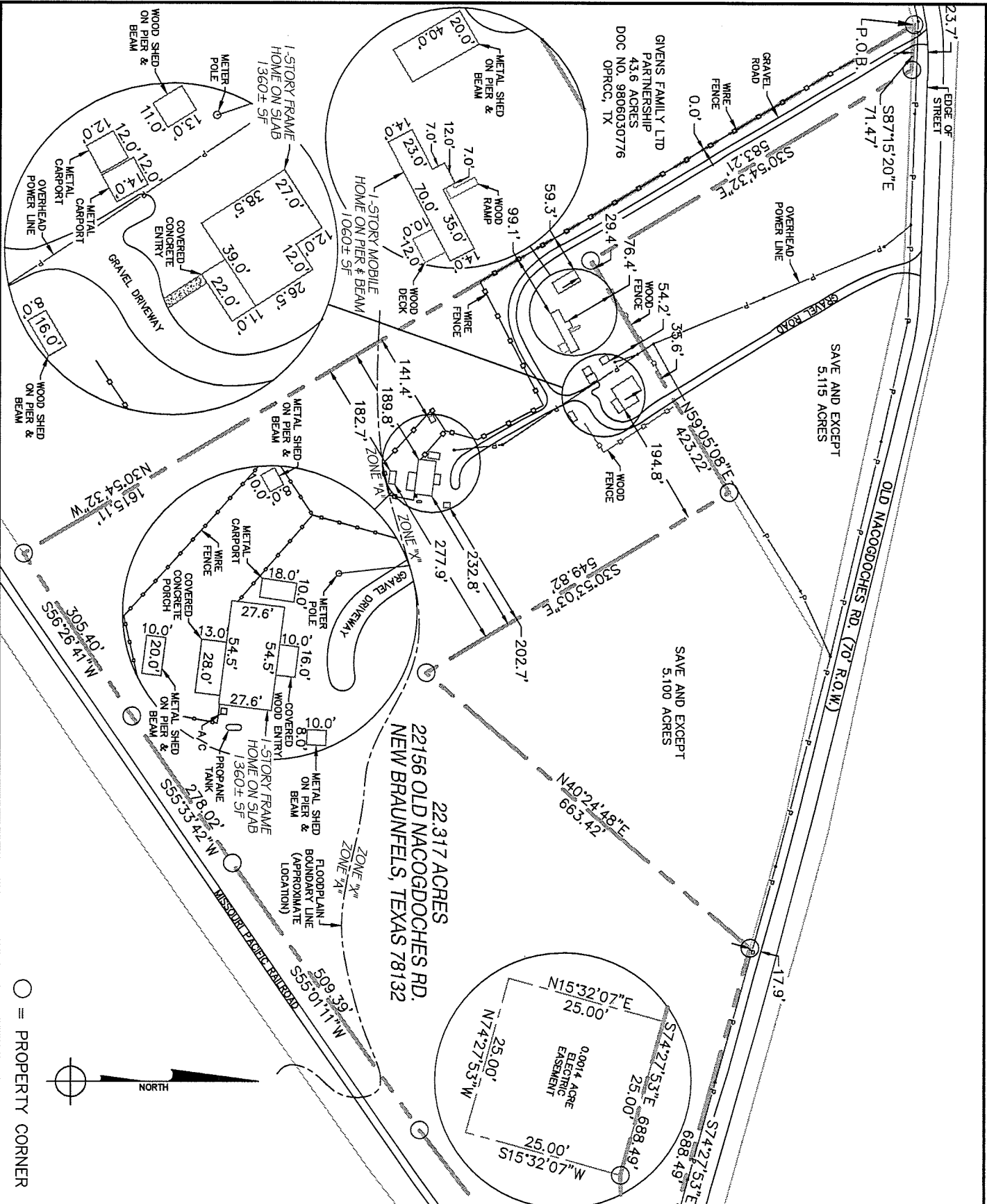


Exhibit B

Metes and Bounds Description of the
Property



NOTES:

- ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, SOUTH CENTRAL ZONE.
- THE SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE COMMITMENT OF NO. 2654985 ISSUED BY STEWART TITLE GUARANTY COMPANY ON JUNE 26, 2025, EFFECTIVE JUNE 24, 2025.
- PROPERTY IS SUBJECT TO THE .0014 ACRE ELECTRIC EASEMENT, AS SHOWN HEREON, RECORDED IN DOCUMENT NO. 200106003221, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.
- ACCORDING TO THE FEMA FLOOD INSURANCE RATE MAP FOR GUADALUPE COUNTY, TEXAS, MAP NUMBER 48187C040F, EFFECTIVE SEPTEMBER 2, 2009, SHOWS THIS TRACT TO BE IN BOTH ZONE "A", AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN (NO BASE FLOOD ELEVATION DETERMINED BY FEMA), AND ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

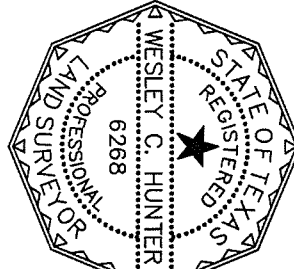
WESLEY C. HUNTER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6268

I, Wesley C. Hunter, a Registered Professional Land Surveyor in the State of Texas, License Number 6268, do hereby certify this plat to represent a survey made on the ground in the Month of July, 2025 under my direction and supervision, and the corner monuments shown hereon were found in compliance with the minimum requirements of a Category 1A, Condition IV Land Title Survey and in accordance with the rules and regulations of the State of Texas.

BEING A 22,317 ACRE TRACT OF LAND LYING IN THE VALENTINE BENNETT SURVEY NO. 100, ABSTRACT 72, COMAL COUNTY, TEXAS, AND BEING A 32.486 ACRE TRCT OF LAND DESCRIBED IN DOCUMENT NO. 200106028590, SAVE AND EXCEPT A 5,115 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202206019610, AND A 5,100 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202306008353, ALL IN OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

DRAWN BY: WH	DATE: 7/14/2025	DWG. NO.	REV.
CHECKED BY: WH	DATE: 7/16/2025	HS-VBS-AB72-22,317AC-001	0
SCALE: 1"=200'	APP: 7/16/2025	GF#: 16566NB	

HUNTER SURVEYING
819 CAMEL BACK DR., NEW BRAUNFELS, TX 78130
(830) 624-9192 TEXASSURVEYOR1@GMAIL.COM
FIRM # 10194098 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING



Valentine Bennett Survey No. 100, Abstract 72
Comal County, Texas
22.317 Acres

EXHIBIT "A"

BEING A 22.317 ACRE TRACT OF LAND LYING IN THE VALENTINE BENNETT SURVEY NO. 100, ABSTRACT 72, COMAL COUNTY, TEXAS, AND BEING A 32.486 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 200106028590, SAVE AND EXCEPT A 5.115 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202206019610, AND A 5.100 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202306008383, ALL IN OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (OPRCC, TX), SAID 22.317 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the most northwesterly corner of the herein described tract, being also the northeast corner of a 43.6 acre tract of land recorded in Document No. 9806030776, OPRCC, TX, and lying in the South right-of-way (ROW) line of Old Nacogdoches Road (Old Nacogdoches Rd) (based on a 70 feet wide ROW);

THENCE S 87°15'20" E with the South ROW of Old Nacogdoches Rd a distance of 71.47 feet to a 1/2 inch iron rod for the most northerly northeast corner of the herein described tract, being also the West corner of said 5.115 acre tract;

THENCE S 30°54'32" E with the southwest line of said 5.115 acre tract a distance of 583.21 feet to a 1/2 inch iron rod for an interior ell corner of the herein described tract, being also the South corner of said 5.115 acre tract;

THENCE N 59°05'08" E with the southeast boundary line of said 5.115 acre tract a distance of 423.22 feet to a 1/2 inch iron rod for the middle North corner of the herein described tract, being also the West corner of said 5.100 acre tract;

THENCE S 30°53'03" E with the southwest line of said 5.100 acre tract a distance of 549.82 feet to a 1/2 inch iron rod for an acute interior angle corner of the herein described tract, being also the South corner of said 5.100 acre tract;

THENCE N 40°24'48" E with the southeast line of said 5.100 acre tract a distance of 663.42 feet to a 1/2 inch iron rod for the most easterly North corner of the herein described tract, being also the East corner of said 5.100 acre tract, and lying in the southwest ROW line of Old Nacogdoches Rd;

THENCE S 74°27'53" E with the southwest ROW line of Old Nacogdoches Rd a distance of 688.49 feet to a 1/2 inch iron rod for an angle corner of the herein described tract, being also the East corner of a 0.0014 acre easement recorded in Document No. 200106003221, OPRCC, TX;

THENCE N 87°57'09" E continuing with the southwest ROW line of Old Nacogdoches Rd a distance of 56.47 feet to a 1/2 inch iron rod for the East corner of the herein described tract, and lying in the northwest ROW line of the Missouri Pacific Railroad;

THENCE with the northwest line of the railroad ROW the following:

S 52°39'19" W a distance of 547.60 feet to a wood fence post for an angle point;

S 55°01'11" W a distance of 509.39 feet to a wood fence post for an angle point;

S 55°33'42" W a distance of 278.02 feet to a wood fence post for an angle point;

and S 56°26'41" W a distance of 305.40 feet to a wood fence post for the southern most corner of the herein described tract, being also the most easterly corner of said 43.6 acre tract;

THENCE N 30°54'32" W with the northeast boundary line of said 43.6 acre tract a distance of 1615.11 feet to the **PLACE OF BEGINNING** and containing 22.317 acres of land.

Bearing Basis: All bearings shown herein are referenced to the Texas Plane Coordinate System, North American Datum of 1983, South Central Zone.


Wesley C. Hunter
Registered Professional Land Surveyor
No. 6268 -- State of Texas



HUNTER SURVEYING

819 CAMEL BACK DR., NEW BRAUNFELS, TX 78130
(830) 624-9192 TEXASSURVEYOR1@GMAIL.COM
FIRM # 10194098 REGULATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING



DATE: July 16, 2025

Exhibit C

Deed

GF# 2654985

General Warranty Deed with Vendor's Lien

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: Effective as of July 20, 2025, regardless of the date(s) actually executed by the undersigned

Grantor: Dana Anne Dodd Daddona, a single woman; Nancy Patricia Dodd Wofford, a single woman; and William Hillert Dodd and spouse, Paula Dodd

Grantee: 4W Contractors, LLC
6615 FM 482
New Braunfels, Texas 78132

Consideration: Ten and No/100ths (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of a certain Promissory Note in the principal amount of \$1,264,000.00, of even date herewith, payable to the order of Frontier Bank of Texas, hereinafter referred to as the "Mortgagee", bearing interest at the rate therein provided. The note is secured by a vendor's lien retained in this deed in favor of Mortgagee, and by a deed of trust of even date from Grantee to Vicki Dumbeck, Trustee.

Whereas the Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property, as included in the above-described Promissory Note, the said vendor's lien against the Property securing the payment of the Promissory Note and superior title are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the superior title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien.

Property (including any improvements): See Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Vendor's lien and superior title retained in this deed, validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.


Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with any and all improvements and all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

It is expressly agreed that the vendor's lien herein described and superior title are retained in favor of the payee of the Promissory Note hereinabove described against the Property and any improvements thereon, until said Promissory Note and all interest thereon shall have been fully paid according to the terms thereof, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural. Additionally, this instrument may be executed in multiple counterparts and by different parties in separate counterparts, which, when taken together, shall constitute one original instrument.



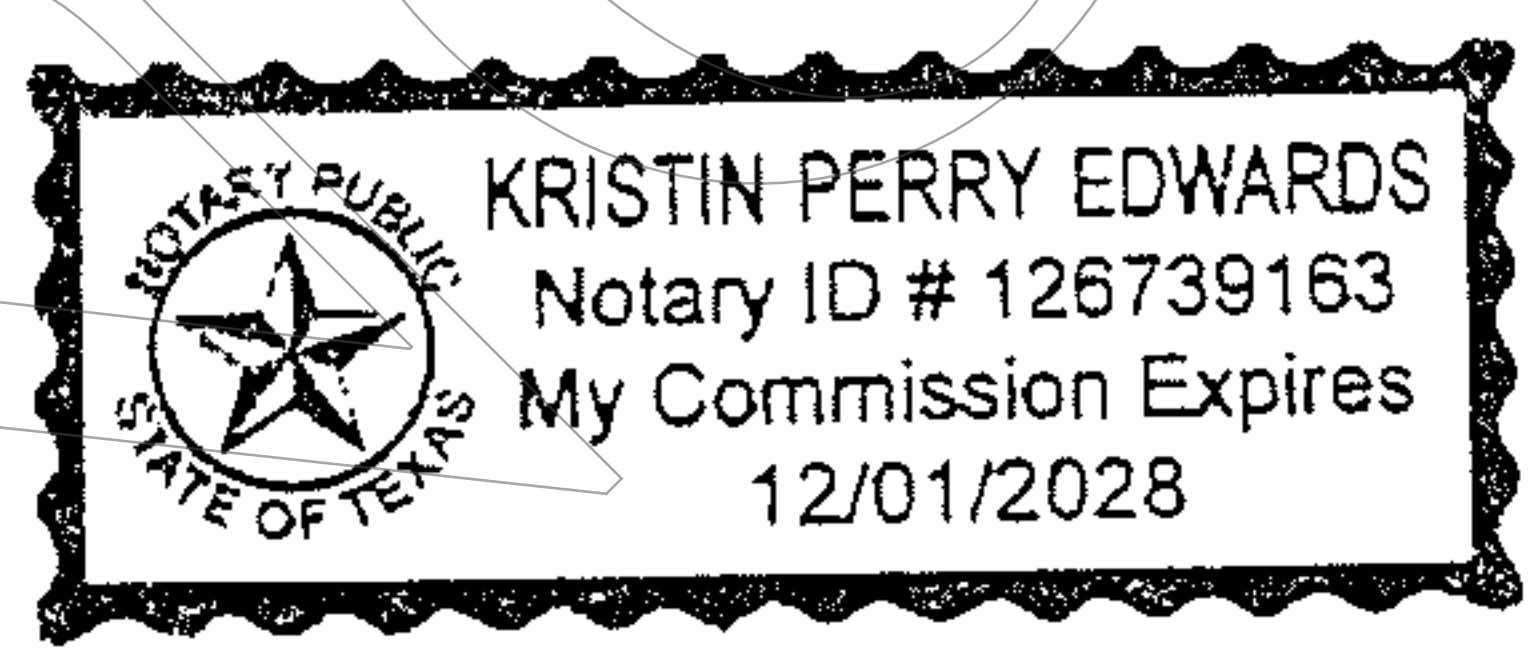
Dana Anne Dodd Daddona



Nancy Patricia Dodd Wofford

THE STATE OF TEXAS
COUNTY OF Comal §
§
§

This instrument was acknowledged before me on this 28 day of July, 2025, by Dana Anne Dodd Daddona.

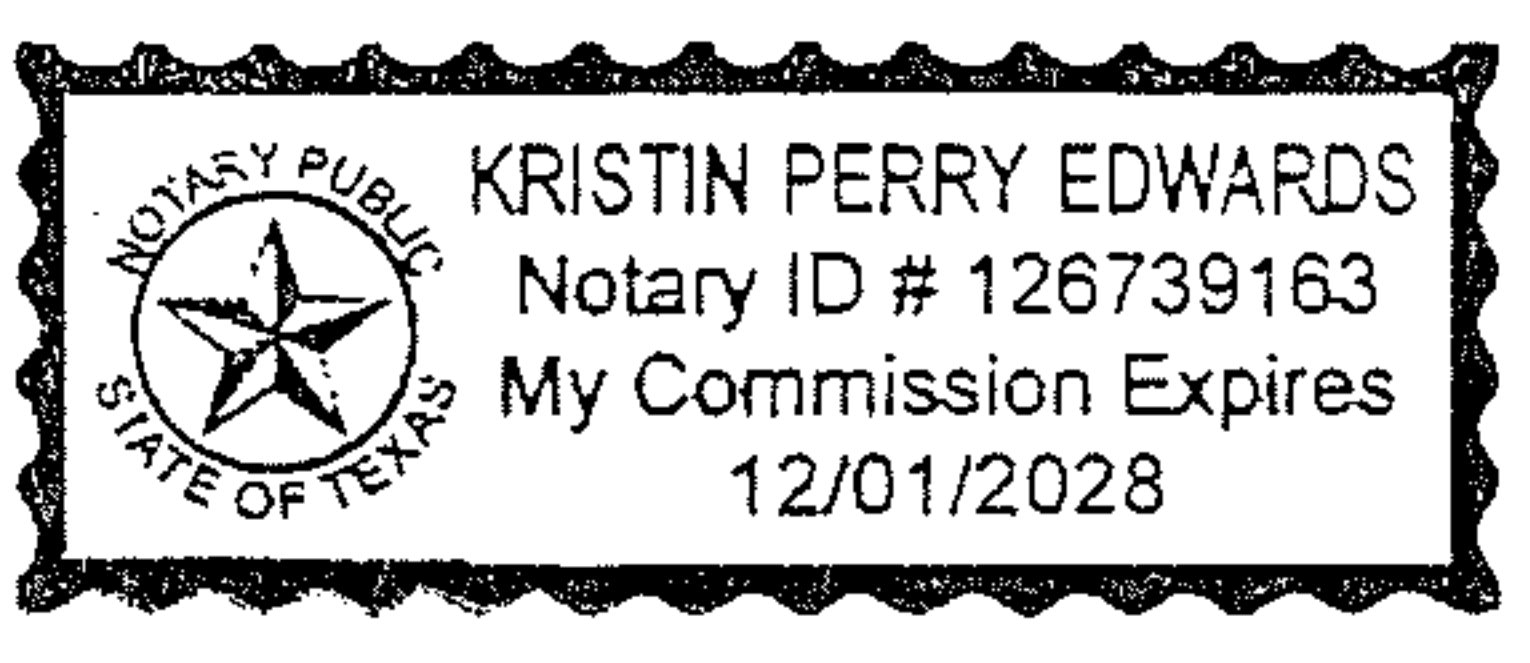





Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Comal §
§
§

This instrument was acknowledged before me on this 28 day of July, 2025, by Nancy Patricia Dodd Wofford.





Notary Public, State of Texas

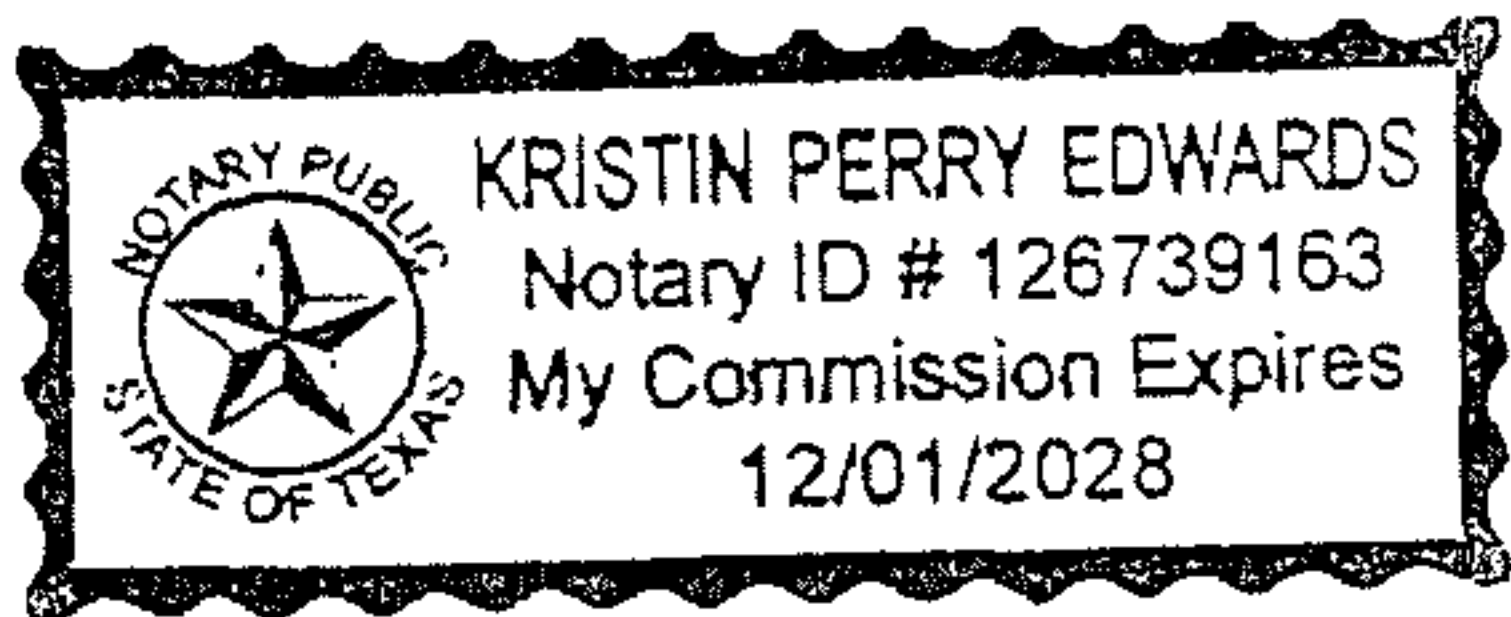
William Hillert Dodd
William Hillert Dodd

Paula Dodd
Paula Dodd

THE STATE OF TEXAS
COUNTY OF Comal

§
§
§

This instrument was acknowledged before me on this 28 day of July, 2025, by William Hillert Dodd.

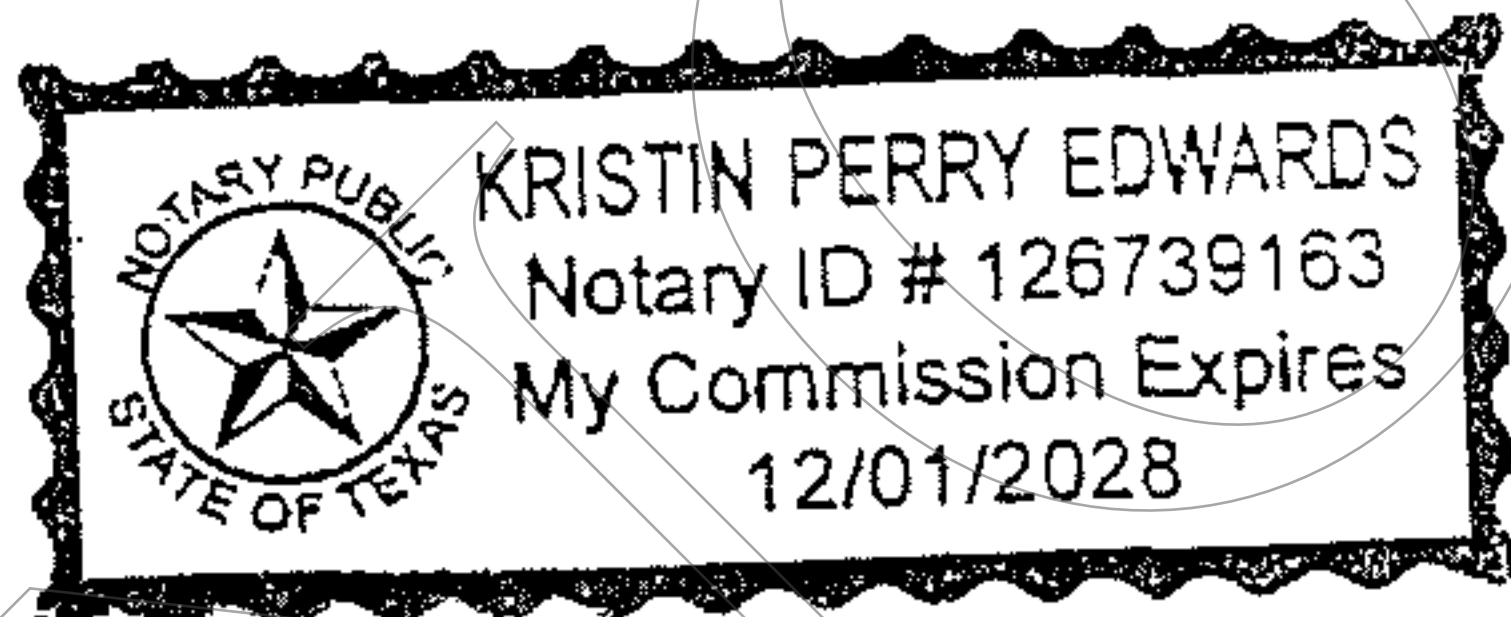


Kristin Perry Edwards
Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF Comal

§
§
§

This instrument was acknowledged before me on this 28 day of July, 2025, by Paula Dodd.



Kristin Perry Edwards
Notary Public, State of Texas

After Recording Return To:
4W Contractors, LLC
6615 FM 482
New Braunfels, Texas 78132

Exhibit "A"

BEING A 22.317 ACRE TRACT OF LAND LYING IN THE VALENTINE BENNETT SURVEY NO. 100, ABSTRACT 72, COMAL COUNTY, TEXAS, AND BEING A 32.486 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 200106028590, SAVE AND EXCEPT A 5.115 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202206019610, AND A 5.100 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 202306008383, ALL IN OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (OPRCC, TX), SAID 22.317 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found for the most northwesterly corner of the herein described tract, being also the northeast corner of a 43.6 acre tract of land recorded in Document No. 9806030776, OPRCC, TX, and lying in the South right-of-way (ROW) line of Old Nacogdoches Road (Old Nacogdoches Rd) (based on a 70 feet wide ROW);

THENCE S 87°15'20" E with the South ROW of Old Nacogdoches Rd a distance of 71.47 feet to a 1/2 inch iron rod for the most northerly northeast corner of the herein described tract, being also the West corner of said 5.115 acre tract,

THENCE S 30°54'32" E with the southwest line of said 5.115 acre tract a distance of 583.21 feet to a 1/2 inch iron rod for an interior ell corner of the herein described tract, being also the South corner of said 5.115 acre tract;

THENCE N 59°05'08" E with the southeast boundary line of said 5.115 acre tract a distance of 423.22 feet to a 1/2 inch iron rod for the middle North corner of the herein described tract, being also the West corner of said 5.100 acre tract,

THENCE S 30°53'03" E with the southwest line of said 5.100 acre tract a distance of 549.82 feet to a 1/2 inch iron rod for an acute interior angle corner of the herein described tract, being also the South corner of said 5.100 acre tract,

THENCE N 40°24'48" E with the southeast line of said 5.100 acre tract a distance of 663.42 feet to a 1/2 inch iron rod for the most easterly North corner of the herein described tract, being also the East corner of said 5.100 acre tract, and lying in the southwest ROW line of Old Nacogdoches Rd;

THENCE S 74°27'53" E with the southwest ROW line of Old Nacogdoches Rd a distance of 688.49 feet to a 1/2 inch iron rod for an angle corner of the herein described tract, being also the East corner of a 0.0014 acre easement recorded in Document No. 200106003221, OPRCC, TX;

THENCE N 87°57'09" E continuing with the southwest ROW line of Old Nacogdoches Rd a distance of 56.47 feet to a 1/2 inch iron rod for the East corner of the herein described tract, and lying in the northwest ROW line of the Missouri Pacific Railroad;

THENCE with the northwest line of the railroad ROW the following:

S 52°39'19" W a distance of 547.60 feet to a wood fence post for an angle point;

S 55°01'11" W a distance of 509.39 feet to a wood fence post for an angle point;

S 55°33'42" W a distance of 278.02 feet to a wood fence post for an angle point;

and S 56°26'41" W a distance of 305.40 feet to a wood fence post for the southern most corner of the herein described tract, being also the most easterly corner of said 43.6 acre tract;

THENCE N 30°54'32" W with the northeast boundary line of said 43.6 acre tract a distance of 1615.11 feet to the PLACE OF BEGINNING and containing 22.317 acres of land.

UNOFFICIAL

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/29/2025 08:02:23 AM
MARY 5 Pages(s)
202506023378**

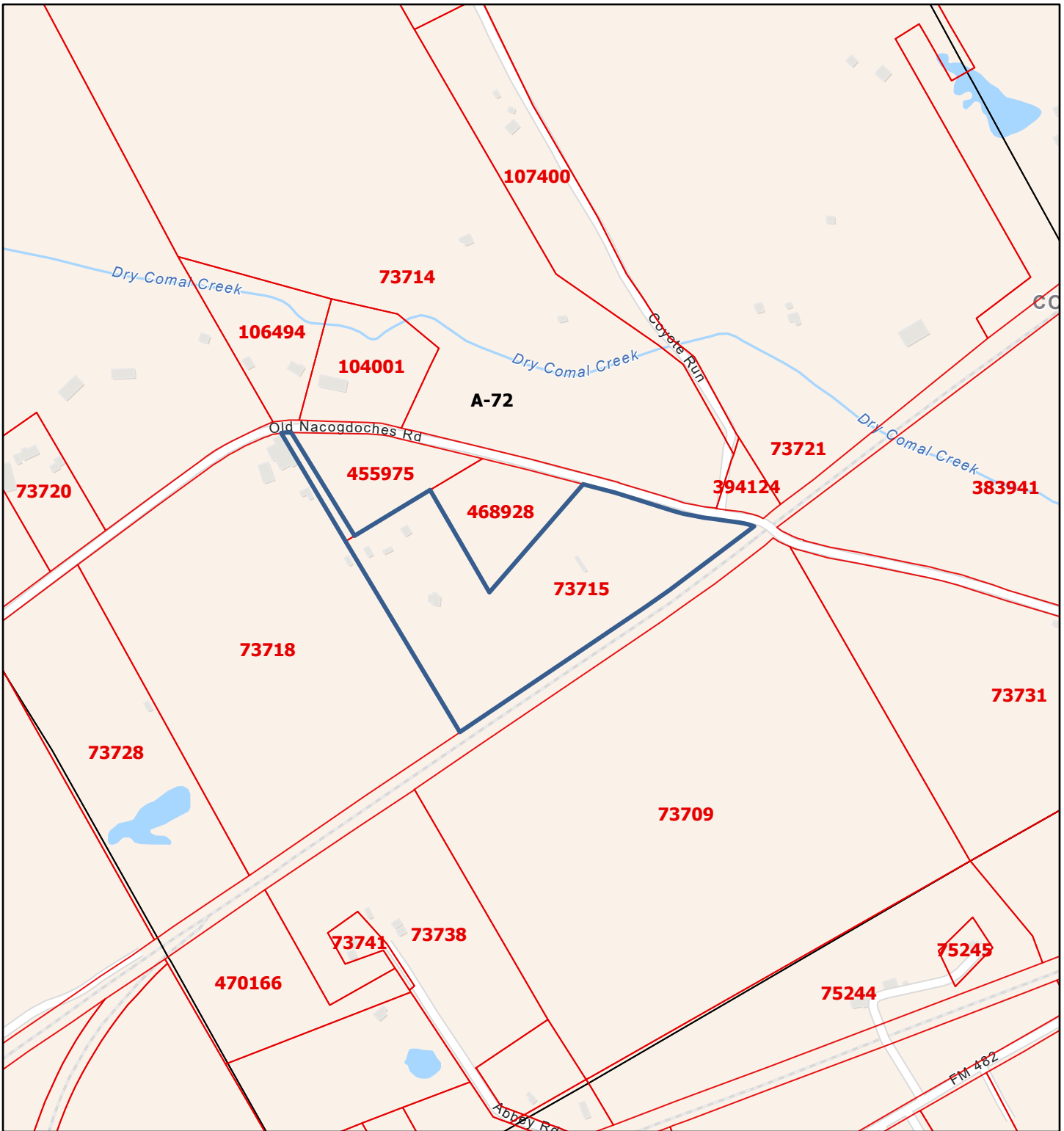


Bobbie Koepf



Exhibit D

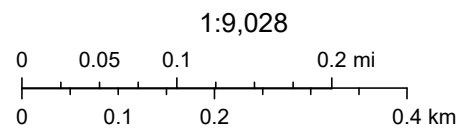
Comal County Appraisal District
Information

Comal CAD Web Map



11/18/2025, 8:44:51 PM

-  Parcels
-  Abstracts



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Comal County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey

Comal AD Property Search

Property Details

Account		
Property ID:	73715	Geographic ID: 740072000602
Type:	R	Zoning:
Property Use:		
Location		
Situs Address:	22156 OLD NACOGDOCHES RD NEW BRAUNFELS, TX 78132	
Map ID:	7H-A72-TR 4-1	Mapsco:
Legal Description:	A- 72 SUR-100 V BENNETT, ACRES 22.271	
Abstract/Subdivision:	A0072	
Neighborhood:	(RURAL1) Rural Ac. Area 1	
Owner		
Owner ID:	1123801	
Name:	4W CONTRACTORS LLC	
Agent:		
Mailing Address:	6615 FM 482 NEW BRAUNFELS, TX 78132	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss:	N/A (-)
HS Cap Loss:	N/A (-)
Circuit Breaker:	N/A (-)
Appraised Value:	N/A
Ag Use Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: 4W CONTRACTORS LLC **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value
046	COMAL COUNTY	N/A	N/A

046LR	COMAL COUNTY LATERAL ROAD	N/A	N/A
ES6	(ESD6) COMAL COUNTY EMERGENCY SERVICES DISTRICT NO. 6	N/A	N/A
SCIS	COMAL ISD	N/A	N/A

Property Improvement - Building

Description: MISCELLANEOUS **Type:** MISCELLANEOUS **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
STPR	Det Storage	FAIR	1990	800
SEP1	Septic System	*	0	1
SEP1	Septic System	*	0	1

Description: RESIDENTIAL **Value:** N/A

Type	Description	Class CD	Year Built	SQFT
RES	Residential 1 Story	LOW	1971	1134
PC	Covered Porch (attached)	*	0	200
SHED	Shed	*	0	108
SHED	Shed	*	0	144
WEL1	Water Well	*	0	2
SEP1	Septic System	*	0	1
DCP	Detached Carport	POOR	2012	360

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RES	Residential	1.50	65,340.00	0.00	0.00	N/A	N/A
RES	Residential	20.52	893,894.76	0.00	0.00	N/A	N/A
RES	Residential	0.25	10,890.00	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2026	N/A	N/A	N/A	N/A	N/A
2025	\$112,480	\$692,690	\$0	\$0	\$805,170
2024	\$113,860	\$692,690	\$0	\$0	\$806,550
2023	\$113,120	\$736,320	\$2,330	\$0	\$162,530
2022	\$89,660	\$770,930	\$2,740	\$0	\$133,930
2021	\$72,170	\$566,150	\$2,550	\$0	\$105,220
2020	\$70,110	\$566,150	\$2,340	\$0	\$102,950
2019	\$82,100	\$546,840	\$1,970	\$0	\$113,530
2018	\$67,420	\$546,840	\$1,940	\$0	\$98,820
2017	\$75,930	\$316,520	\$1,930	\$0	\$97,200

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
7/28/2025	WDVL	WD W/VENDORS LIEN	DADDONA DANA A D ET AL	4W CONTRACTORS LLC	202506023378		202506023378
10/12/2016	PROB	PROBATE	DODD PATRICIA R	DADDONA DANA A D ET AL	201706033082		201706033082
9/5/2001	WD	WARRANTY DEED			200106028590		200106028590

Comal AD Property Search

Property Details

Account		
Property ID:	455975	Geographic ID: 740072000606
Type:	R	Zoning:
Property Use:		
Location		
Situs Address:		
Map ID:	7H-A72-TR 4-1	Mapsco:
Legal Description:	A- 72 SUR-100 V BENNETT, ACRES 5.115	
Abstract/Subdivision:	A0072	
Neighborhood:	(RURAL1) Rural Ac. Area 1	
Owner		
Owner ID:	1121683	
Name:	GIEG JEFFREY D & HEATHER R	
Agent:		
Mailing Address:	22145 OLD NACOGDOCHES RD NEW BRAUNFELS, TX 78132	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	N/A (+)
Improvement Non-Homesite Value:	N/A (+)
Land Homesite Value:	N/A (+)
Land Non-Homesite Value:	N/A (+)
Agricultural Market Valuation:	N/A (+)
Market Value:	N/A (=)
Agricultural Value Loss:	N/A (-)
HS Cap Loss:	N/A (-)
Circuit Breaker:	N/A (-)
Appraised Value:	N/A
Ag Use Value:	N/A

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: GIEG JEFFREY D & HEATHER R **%Ownership:** 100.0%

Entity	Description	Market Value	Taxable Value
046	COMAL COUNTY	N/A	N/A

046LR	COMAL COUNTY LATERAL ROAD	N/A	N/A
ES6	(ESD6) COMAL COUNTY EMERGENCY SERVICES DISTRICT NO. 6	N/A	N/A
SCIS	COMAL ISD	N/A	N/A

 Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
RUR.AC	Rural Acres	5.12	222,809.40	0.00	0.00	N/A	N/A

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	HS Cap Loss	Appraised
2026	N/A	N/A	N/A	N/A	N/A
2025	\$0	\$373,240	\$0	\$0	\$373,240
2024	\$0	\$373,240	\$0	\$0	\$373,240
2023	\$0	\$332,360	\$0	\$0	\$332,360

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
5/28/2025	WDVL	WD W/VENDORS LIEN	DOWN AND GERTRUDE LLC	GIEG JEFFREY D & HEATHER R	202506015792		202506015792
4/26/2022	WDVL	WD W/VENDORS LIEN	DADDONA DANA A D ET AL	DOWN AND GERTRUDE LLC	202206019610		202206019610
10/12/2016	PROB	PROBATE	DODD PATRICIA R	DADDONA DANA A D ET AL	201706033082		201706033082

