

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
October 21, 2025
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. WORK SESSION (No Action)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

- A. Presentation and discussion regarding pedestrian and traffic safety on residential streets, including existing sidewalk infrastructure and traffic-calming measures. **5**
- B. Discussion regarding agreements with Motorola Solutions, Inc. to extend the warranties for the Police Department's body-worn and in-car camera systems, and authorize the City Manager to execute the agreements. **6-72**
- C. Discussion regarding possible rejection of all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project. **73-77**
- D. Discuss Resolution No. 2025-35 authorizing an Economic Development Incentive Agreement with Sensei AG Holdings, Inc. **78-99**

7:30 P.M. REGULAR MEETING

- 1. **CALL TO ORDER**
Mayor Lew White
- 2. **INVOCATION, PLEDGE OF ALLEGIANCE**
Invocation. Pledge of Allegiance to the United States and Texas flags.
- 3. **PUBLIC COMMENT**
The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

4. PUBLIC HEARING/COUNCIL ACTION

- A. Hold a PUBLIC HEARING and discussion regarding application ZC-25-05 by Jiovanna Llamas, and discussion and/or action to consider Ordinance 2025-24 for a Zoning Change from RMD Residential Medium Density District to CMB Commercial Medium Business District on all of Lots 30, 31, and 32 and part of lots 16, 17, 18, 27, 28, and 29, Block 2, Navarro Addition, consisting of 0.3620 acres and located at 312 Laredo Street. **100-112**
- B. Hold a PUBLIC HEARING and discussion and or/action regarding Ordinance 2025-25 amending Chapter 64 "Zoning" and Chapter 18 "Environment" of the Lockhart Code of Ordinances, as follows: **113-125**

Amend Chapter 64 "Zoning", Article VII "Zoning Districts and Standards" Section 64-197, "Regulations common to all or several districts" to add a new subsection (k) "Residential noise standards."

Amend Chapter 18 "Environment," Article II "NOISE" Section 18-26, "Unreasonable Noise Prohibited" to add a reference to the permitted residential and nonresidential noise levels listed in Chapter 64.

5. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action authorizing agreements with Motorola Solutions, Inc. to extend the warranties for the Police Department's body-worn and in-car camera systems, and authorize the City Manager to execute the agreements. **126-192**
- B. Discussion and/or action to reject all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project. **193-197**
- C. Discussion and/or action regarding Resolution No. 2025-35 authorizing an Economic Development Incentive Agreement with Sensei AG Holdings, Inc. **198-219**

6. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Fall Bulk Pickup Day 2025 is scheduled for October 25, 2025.
- Preparations are underway for the Texas Monthly BBQ Fest, which is taking place November 1-2, 2025.
- Operating days for the Splash Pads have been extended to November 2, 2025.
- Reminder: There will not be a City Council meeting on the first Tuesday of November. The meeting has been moved to Thursday, November 6, 2025.

7. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

8. **EXECUTIVE SESSION ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.087 TO DELIBERATE OR FOR DISCUSSION REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE GOVERNMENTAL BODY HAS RECEIVED FROM BUSINESS PROSPECT(S) 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 TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT, AND EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ATTORNEY TO SEEK LEGAL ADVICE ABOUT MATTERS SUBJECT TO THE ATTORNEY CLIENT PRIVILEGE:**
- A. Discussion regarding municipal and economic development corporation authority to make certain expenditures in support of economic development and revitalization efforts.
 - B. Discussion regarding proposed amendments of the Seawillow Ranch Project Development Agreement and associated districts, facilities, infrastructure, amenities and roadway improvements.
 - C. Discussion regarding economic development negotiations with Projects CA-242.
9. **EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.074 - TO DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE.**
- A. Conduct annual City Attorney's evaluation.
10. **OPEN SESSION**
- A. Discussion regarding municipal and economic development corporation authority to make certain expenditures in support of economic development and revitalization efforts.
 - B. Discussion and/or action regarding proposed amendments of the Seawillow Ranch Project Development Agreement and associated districts, facilities, infrastructure, amenities and roadway improvements.
 - C. Discussion and/or action regarding economic development negotiations with Projects CA-242.
 - D. Discussion and/or action regarding annual City Attorney's evaluation.
11. **ADJOURNMENT**

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on October 15, 2025 at 4pm.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Presentation and discussion regarding pedestrian and traffic safety on residential streets, including existing sidewalk infrastructure and traffic-calming measures.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Direction

BACKGROUND/SUMMARY/DISCUSSION: A resident of S. Blanco Street contacted the City with concerns about speeding and streets without pedestrian walkways, noting that it creates potential safety risks for people walking with children and pets. The resident asked the City to study traffic speeds, look at options such as speed humps or other calming measures, and consider temporary steps such as signs or radar displays to slow drivers.

This request reflects broader community interest in improving pedestrian safety and walkability on residential streets throughout Lockhart, especially in areas without sidewalks.

Staff will provide a detailed presentation reviewing the City's existing pedestrian sidewalk network, current traffic-calming tools, and procedures for evaluating and prioritizing requests. The presentation will also discuss potential next steps for S. Blanco Street and similar residential areas.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discussion regarding agreements with Motorola Solutions, Inc. to extend the warranties for the Police Department's body-worn and in-car camera systems, and authorize the City Manager to execute the agreements.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In 2022, the Lockhart Police Department purchased 29 Motorola body-worn cameras at a cost of \$85,260, funded through the Texas Governor's Grant Program for the purchase of body-worn cameras. The grant covered 75% of the cost, with a 25% City match. The purchase included a five-year warranty covering maintenance, repairs, and cloud-based support.

In 2023, the Department acquired 25 Motorola in-car camera systems at a cost of \$247,500, funded by the City over five years at \$49,500 per year. The purchase also included a five-year warranty covering maintenance, repairs, and cloud-based support.

Motorola Solutions, an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative, has provided proposals to extend both warranties for an additional three years beyond their original coverage terms, locking in current pricing and ensuring continued maintenance, software updates, and storage services under Motorola's Video-as-a-Service program.

- **Body-Worn Cameras:** The extended warranty totals \$72,036 (approximately \$24,012 per year) beginning January 15, 2028, immediately following expiration of the current warranty.
- **In-Car Cameras:** The extended warranty totals \$105,969 over three years, with annual costs of \$54,059 in 2028 and \$25,955 in 2029 and 2030. Coverage begins June 11, 2028.

Both agreements include maintenance, repairs, cloud storage support, and a body-camera refresh at year six (2028). These extensions will ensure reliability and operational readiness of both systems through 2031. If approved, future payments will be incorporated into the Police Department's annual operating budget beginning in FY 2027–28.

Staff recommends approval of the proposed Motorola extended warranty agreements and authorization for the City Manager to execute the agreements.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Approved purchase of body-worn cameras in 2022 and the purchase of in-car cameras in 2023.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Motorola extended warranty agreements for the Police Department's body-worn and in-car camera systems and authorization for the City Manager to execute the agreements.

LIST OF SUPPORTING DOCUMENTS: QUOTE-3148266-1 Body-Worn Camera 3-Year Contract Extension, QUOTE-3148299-1M500 In-Car Camera 3-Year Contract Extension



LOCKHART POLICE DEPT, CITY OF

3 Year Contract Extension

05/30/2025

05/30/2025

LOCKHART POLICE DEPT, CITY OF
LOCKHART, CITY OF
P O BOX 239

LOCKHART, TX 78644

RE: Motorola Quote for 3 Year Contract Extension

Dear Daniel Williams ,

Motorola Solutions is pleased to present LOCKHART POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LOCKHART POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Anna DuVall at Anna.DuVall@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

QUOTE-3148266- 3 YR BWC Contract Extension

This Contract Extension would not go into effect until your current contract ends (01/15/2028)

At "Year 6" Another BWC Refresh would be sent to you

At "Year 6" Billing would resume with a locked-in price of today's rate

BWC Warranty/Software Enhancements

Pricing Summary on Page 5

Sincerely,

Anna DuVall

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Quote Date:05/30/2025
Expiration Date:06/27/2025
Quote Created By:
Anna DuVall
Anna.DuVall@
motorolasolutions.com

End Customer:
LOCKHART POLICE DEPT, CITY OF
Daniel Williams
dwilliams@ps.lockhart-tx.org
512-398-4401 ext 292

AGREEMENT: WG AGREEMENT

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	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-XYR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - VIDEO-AS-A-SERVICE	29	3 YEAR	\$2,484.00	\$2,484.00	\$72,036.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	29	3 YEAR	Included	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	29		Included	Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	29	3 YEAR	Included	Included	Included	
5	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	29	3 YEAR	Included	Included	Included	
6	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	25		Included	Included	Included	



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	Sale Price	Ext. Sale Price	Refresh Duration
7	WGA00669-KIT	V700 TEK-LOK BELT MNT WITH BWC BOX	4		Included	Included	Included	
Subtotal							\$72,036.00	
Total Discount Amount							\$0.00	
Grand Total						\$72,036.00(USD)		



Pricing Summary

	Sale Price
Year 6 Subscription	\$24,012.00
Year 7 Subscription Fee	\$24,012.00
Year 8 Subscription Fee	\$24,012.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$72,036.00

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- 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.



VIDEO-AS-A-SERVICE OVERVIEW

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



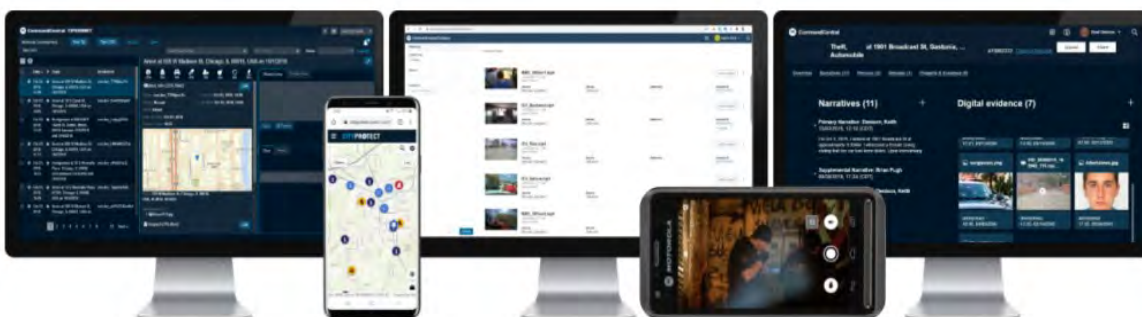
When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to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



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

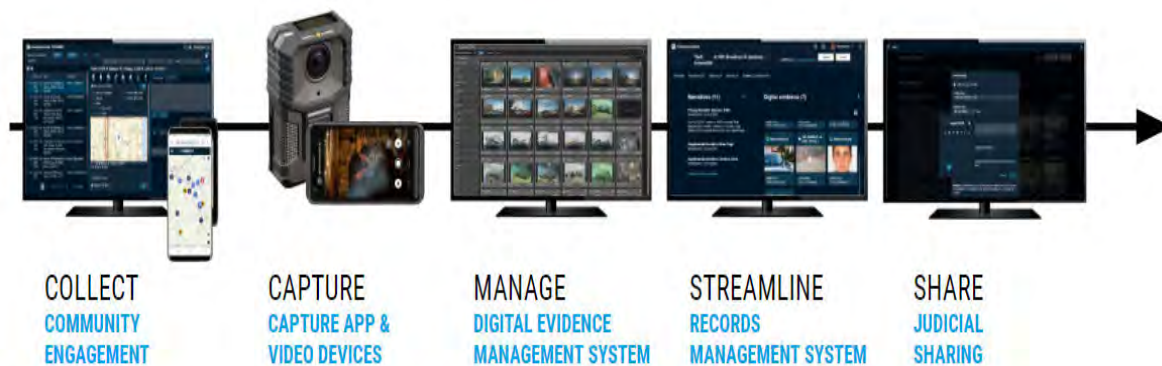
OVERVIEW

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



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

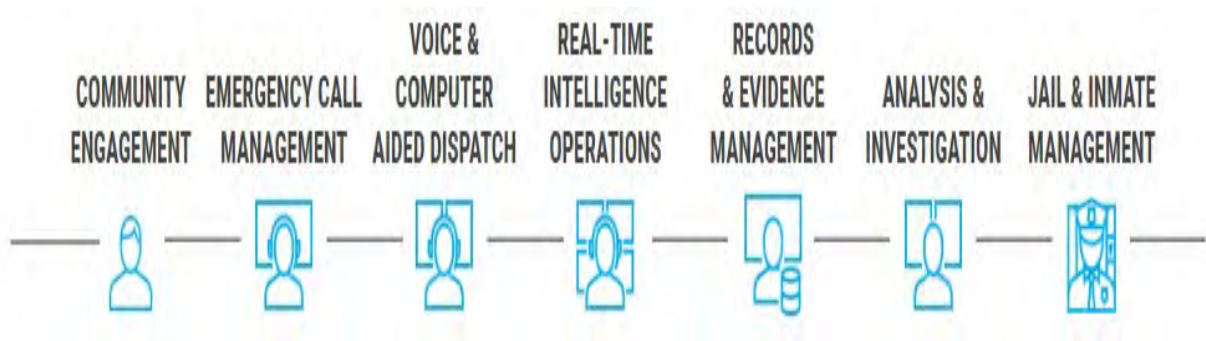
CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the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



THE COMMANDCENTRAL PLATFORM

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

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



The CommandCentral End-to-End Platform

Community Interaction Tools

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

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



AGENCY PAGE

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

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

PUBLIC SUBMISSIONS

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

DIGITAL EVIDENCE COLLECTION

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

CRIME MAP

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

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

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras



and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.

FIELD RESPONSE APPLICATION

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

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

RECORDS MANAGEMENT

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

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

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



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DIGITAL EVIDENCE MANAGEMENT

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

STORE AND MANAGE

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

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

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

INTERFACE SERVER REQUIREMENTS

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

- Access to Customer-Provided Internet.

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



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COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

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

AGENCY AND USER SETUP

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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



FIELD RESPONSE APPLICATION

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

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

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

Completion Criteria

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

THIRD-PARTY INTERFACES

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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



Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

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

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

TRAINING

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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



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

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

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

Customer Responsibilities

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

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

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

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

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

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

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

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

Motorola Solutions Responsibilities

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



Customer Responsibilities

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

Completion Criteria

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



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. 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 in-car video 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. 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 Mobile Video offerings (i.e. in-car/body-worn cameras) 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 Mobile Video 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

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. 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.
- Conduct equipment inventory if 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 daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. 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 Services Team

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

Customer Project Roles and Responsibilities

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.



- Assume responsibility for all fees pertaining to licenses, 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.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. 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 provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

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

- 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.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- 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.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- 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

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.
- Determine 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 and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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

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 IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- 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).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- 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.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- 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.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. 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.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. 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 ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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.

- 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 ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV 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 vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

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. If a Motorola-certified installer is not used to install the ICV(s), 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 the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software 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

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

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.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management 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 digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system 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.



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) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education 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. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- 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.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- 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 Education 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):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





LOCKHART POLICE DEPT, CITY OF

M500 3 Year Contract Extension
05/30/2025

05/30/2025

LOCKHART POLICE DEPT, CITY OF
LOCKHART, CITY OF
P O BOX 239

LOCKHART, TX 78644

RE: Motorola Quote for M500 3 Year Contract Extension

Dear Daniel Williams ,

Motorola Solutions is pleased to present LOCKHART POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LOCKHART POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Anna DuVall at Anna.DuVall@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

QUOTE-3148299- (8) M500 3 Year Contract Extension

- This Contract Extension would not go into effect until your current contract ends (6/11/2028)
- At "Year 6" Billing would resume with a locked-in price of today's rate
- Pricing Summary on Page 4
- Please note: extended warranty will not cover 3rd party components.

Sincerely,

Anna DuVall

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Quote Date:05/30/2025
Expiration Date:06/27/2025
Quote Created By:
Anna DuVall
Anna.DuVall@
motorolasolutions.com

End Customer:
LOCKHART POLICE DEPT, CITY OF
Daniel Williams
dwilliams@ps.lockhart-tx.org
512-398-4401 ext 292

AGREEMENT: WG AGREEMENT

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	Sale Price	Ext. Sale Price
	VideoManager EL or EX: Video Evidence Management						
1	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	29	3 YEAR	\$3,356.25	\$2,685.00	\$77,865.00
2	VB-400-SOLO-12MW	M500 3 YEAR EXTENDED WARRANTY (Sale price \$26 per month per device)	29		\$35.00	\$936.00	\$27,144.00
3	PSV07S04025A	IN CAR LICENSING/ WARRANTY EXTENSION*	1		\$1,200.00	\$960.00	\$960.00
Subtotal						\$99,546.25	
Total Discount Amount						-\$6,422.75	
Grand Total					\$105,969.00(USD)		



Pricing Summary

	Sale Price
Year 6 Subscription Fee	\$54,059.00
Year 7 Subscription Fee	\$25,955.00
Year 8 Subscription Fee	\$25,955.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$105,969.00

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- 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.



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

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

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. 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 in-car video 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. 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 Mobile Video offerings (i.e. in-car/body-worn cameras) 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 Mobile Video 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

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. 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.
- Conduct equipment inventory if 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 daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. 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 Services Team

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

Customer Project Roles and Responsibilities

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.



- Assume responsibility for all fees pertaining to licenses, 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.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. 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 provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

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

- 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.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- 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.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- 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

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.
- Determine 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 and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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

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 IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- 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).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- 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.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- 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.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. 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.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. 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 ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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.
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- 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 ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV 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 vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

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. If a Motorola-certified installer is not used to install the ICV(s), 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 the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software 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

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

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.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management 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 digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system 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.



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) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education 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. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- 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.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- 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 Education 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):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discussion regarding possible rejection of all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Eight (8) sealed bids were received on September 11, 2025, for the Animal Shelter Improvements Project, which includes construction of two (2) new 3,000-square-foot pre-engineered metal outdoor kennel sheds with metal canopy panel roofs and related sitework, including approximately 52 square yards of concrete sidewalk.

Additive alternates included:

- **Alternate No. 1:** Remodeling of the existing kennel building;
- **Alternate No. 2:** 1,200-square-foot expansion of the existing pre-engineered kennel building and covered sally port; and
- **Alternate No. 3:** Installation of 1,000 square feet of synthetic grass between the new sheds.

Bids ranged from \$913,661.00 to \$2,700,225.00. The apparent low bidder, 304 Construction, LLC, formally withdrew its bid shortly after bid opening due to an omission of a required project component that was not accounted for in its pricing.

Following a detailed review by the City's consulting engineer (TRC Companies) and project architect (Connolly Architects & Consultants), it was determined that the remaining bids exceeded the available project funding. TRC has recommended that City Council consider rejecting all bids and authorizing staff to rebid the project to achieve a more competitive pricing outcome and alignment with available funds.

The Animal Shelter Advisory Board reviewed the bid results and was in alignment with the recommendation to rebid the project, focusing on the **additive alternates only**, including the kennel building remodel and related facility enhancements.

Funding for the Animal Shelter Improvements Project totals \$650,000, provided through the City's American Rescue Plan Act (ARPA) allocation.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends City Council consider rejection of all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project.

LIST OF SUPPORTING DOCUMENTS: TRC - Letter Recommending Rejecting Bids, Bid Tab
- Animal Shelter Improvements



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

October 9, 2025

Mr. Joseph Resendez, City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

**RE: Animal Shelter Improvements
Notification of Bids Rejection**

Dear Mr. Resendez:

Eight (8) sealed bids were received at Lockhart City Hall on September 11, 2025, at 11:00 AM for the above-referenced project. The base bids ranged from \$913,661.00 from 304 Construction, LLC to \$2,700,225.00 from Trimbuilt Construction, Inc. The bid also included additive alternate bid items to remodel the existing kennel building, kennel building expansion, and for the installation of synthetic grass. The bidder, 304 Construction, LLC, formally withdrew its bid on September 11, 2025, shortly after bid opening.

After thorough review of the bids submitted for the above-referenced project it has been determined that the current submissions exceed the allocated funding for the project. It is recommended to reject bids and initiate a rebid process to ensure the best possible outcome for this project.

If you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel". The signature is fluid and cursive, with the first name "William" and last name "Wachel" clearly visible.

William Wachel, P.E.
Regional Vice President
Central Region

CC. Gary Williamson-City of Lockhart
Larry Connolly - Connolly Architects & Consultants



				G Creek , Inc. PO Box 163764 Austin, TX 78716		Jerdon Enterprise 13403 Redfish Lane Stafford, TX 77477		Synergy Commercial Construction 114 Halmar Cove Georgetown, TX 78628		HCS, Inc. 365 Wayside Dr. Waco, TX 76705	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
P.1	Performance & Payment Bonds	1	LS	\$35,400.00	\$35,400.00	\$29,000.00	\$29,000.00	\$18,733.00	\$18,733.00	\$60,724.00	\$60,724.00
P.2	Mobilization/Demobilization	1	LS	\$65,000.00	\$65,000.00	\$193,000.00	\$193,000.00	\$20,000.00	\$20,000.00	\$155,000.00	\$155,000.00
P.3	Two (2) Pre-Engineered Metal Building	1	LS	\$1,118,579.82	\$1,118,579.82	\$1,099,944.00	\$1,099,944.00	\$1,295,923.61	\$1,295,923.61	\$1,425,733.00	\$1,425,733.00
P.4	1.5" Water Service Line	268	LF	\$120.00	\$32,160.00	\$38.00	\$10,184.00	\$55.00	\$14,740.00	\$45.00	\$12,060.00
P.5	WET 3" Water Main Connection	2	EA	\$5,400.00	\$10,800.00	\$5,800.00	\$11,600.00	\$2,500.00	\$5,000.00	\$7,500.00	\$15,000.00
P.6	Resilient Seat Gate Valves	4	EA	\$3,000.00	\$12,000.00	\$1,740.00	\$6,960.00	\$1,750.00	\$7,000.00	\$800.00	\$3,200.00
P.7	OSHA	497	LF	\$2.40	\$1,192.80	\$17.00	\$8,449.00	\$28.00	\$13,916.00	\$4.50	\$2,236.50
P.8	4" Sewer Main	50	LF	\$180.00	\$9,000.00	\$45.00	\$2,250.00	\$200.00	\$10,000.00	\$60.00	\$3,000.00
P.9	6" Sewer Main	179	LF	\$180.00	\$32,220.00	\$50.00	\$8,950.00	\$85.00	\$15,215.00	\$75.00	\$13,425.00
P.10	Sanitary Sewer Main Connection to Manhole	1	EA	\$14,400.00	\$14,400.00	\$4,400.00	\$4,400.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
P.11	Sanitary Sewer Main Connection	2	EA	\$1,320.00	\$2,640.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00
P.12	Cleanouts	5	EA	\$1,320.00	\$6,600.00	\$2,350.00	\$11,750.00	\$3,500.00	\$17,500.00	\$500.00	\$2,500.00
P.13	Excavation/Earthwork Construct Site	1,569	SY	\$21.00	\$32,958.45	\$23.00	\$36,097.35	\$29.00	\$45,514.05	\$27.00	\$42,375.15
P.14	4" thick Concrete Sidewalk	52	SY	\$72.00	\$3,744.00	\$110.00	\$5,720.00	\$154.00	\$8,008.00	\$215.00	\$11,180.00
P.15	Repair Asphalt Pavement	26	SY	\$129.54	\$3,368.04	\$212.00	\$5,512.00	\$480.00	\$12,480.00	\$325.00	\$8,450.00
P.16	Repair Concrete Pavement	23	SY	\$120.00	\$2,760.00	\$261.00	\$6,003.00	\$152.00	\$3,496.00	\$185.00	\$4,255.00
P.17	Remove/Dispose existing Concrete Sidewalk/Curbing	10	SY	\$132.00	\$1,320.00	\$42.00	\$420.00	\$250.00	\$2,500.00	\$750.00	\$7,500.00
P.18	Temporary construction entrance	1	EA	\$2,160.00	\$2,160.00	\$4,060.00	\$4,060.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
P.19	Rock Rip Rap	4	SY	\$960.00	\$3,840.00	\$262.00	\$1,048.00	\$875.00	\$3,500.00	\$750.00	\$3,000.00
P.20	Seeding (disturbed areas)	1,271	SY	\$6.42	\$8,159.82	\$2.75	\$3,495.25	\$6.75	\$8,579.25	\$2.15	\$2,732.65
P.21	Silt Fence	493	LF	\$4.56	\$2,248.08	\$4.00	\$1,972.00	\$7.00	\$3,451.00	\$4.75	\$2,341.75
P.22	Stormwater Pollution Prevention Plan	1	LS	\$2,160.00	\$2,160.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
TOTAL BASE BID				\$1,402,711.01		\$1,462,614.60		\$1,524,555.91		\$1,788,213.05	
Alternative Bid Items											
Item	Item Description	Est. Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A.1	Remodel Kennel Building	1	LS	\$226,287.42	\$226,287.42	\$209,386.00	\$209,386.00	\$220,428.00	\$220,428.00	\$156,624.00	\$156,624.00
A.2	Kennel Building Expansion	1	LS	\$430,720.06	\$430,720.06	\$237,250.00	\$237,250.00	\$290,053.00	\$290,053.00	\$475,488.00	\$475,488.00
A.3	Install Synthetic Grass	1000	SF	\$37.20	\$37,200.00	\$8.00	\$8,000.00	\$15.29	\$15,290.00	\$24.50	\$24,500.00
TOTAL ALTERNATIVES BID				\$694,207.48		\$454,636.00		\$525,771.00		\$656,612.00	
TOTAL BASE BID with ALTERNATIVES				\$2,096,918.49		\$1,917,250.60		\$2,050,326.91		\$2,444,825.05	

*Contractor's Bid was formally withdrawn.



				Northstar Elite Construction & Consulting, LLC		Myers Concrete		Trimbuilt Construction, Inc.		304 Construction, LLC*	
				8603 HWY 281 N. Unit 200 Spring Branch, TX 78070		2301 FM 3237 Wimberley, TX 78676		PO Box 80169 Austin, TX 78708-0169		1083 FM 812 Cedar Creek, TX 78612	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
P.1	Performance & Payment Bonds	1	LS	\$22,630.00	\$22,630.00	\$24,290.00	\$24,290.00	\$53,685.50	\$53,685.50	\$30,000.00	\$30,000.00
P.2	Mobilization/Demobilization	1	LS	\$214,396.00	\$214,396.00	\$318,960.00	\$318,960.00	\$21,206.00	\$21,206.00	\$30,000.00	\$30,000.00
P.3	Two (2) Pre-Engineered Metal Building	1	LS	\$1,299,775.00	\$1,299,775.00	\$1,704,261.00	\$1,704,261.00	\$1,887,327.35	\$1,887,327.35	\$750,000.00	\$750,000.00
P.4	1.5” Water Service Line	268	LF	\$48.51	\$13,000.68	\$54.00	\$14,472.00	\$650.00	\$174,200.00	\$40.00	\$10,720.00
P.5	WET 3” Water Main Connection	2	EA	\$742.50	\$1,485.00	\$6,220.00	\$12,440.00	\$16,900.00	\$33,800.00	\$3,000.00	\$6,000.00
P.6	Resilient Seat Gate Valves	4	EA	\$624.50	\$2,498.00	\$413.00	\$1,652.00	\$13,500.00	\$54,000.00	\$1,000.00	\$4,000.00
P.7	OSHA	497	LF	\$8.04	\$3,995.88	\$58.00	\$28,826.00	\$105.00	\$52,185.00	\$4.50	\$2,236.50
P.8	4” Sewer Main	50	LF	\$85.00	\$4,250.00	\$250.00	\$12,500.00	\$395.00	\$19,750.00	\$50.00	\$2,500.00
P.9	6” Sewer Main	179	LF	\$69.41	\$12,424.39	\$327.00	\$58,533.00	\$320.00	\$57,280.00	\$50.00	\$8,950.00
P.10	Sanitary Sewer Main Connection to Manhole	1	EA	\$1,495.00	\$1,495.00	\$3,395.00	\$3,395.00	\$16,000.00	\$16,000.00	\$6,000.00	\$6,000.00
P.11	Sanitary Sewer Main Connection	2	EA	\$1,562.50	\$3,125.00	\$4,544.00	\$9,088.00	\$16,000.00	\$32,000.00	\$1,000.00	\$2,000.00
P.12	Cleanouts	5	EA	\$1,357.00	\$6,785.00	\$2,118.00	\$10,590.00	\$7,500.00	\$37,500.00	\$1,000.00	\$5,000.00
P.13	Excavation/Earthwork Construct Site	1,569	SY	\$65.63	\$103,003.00	\$67.00	\$105,153.15	\$67.00	\$105,153.15	\$10.00	\$15,694.50
P.14	4” thick Concrete Sidewalk	52	SY	\$115.00	\$5,980.00	\$123.00	\$6,396.00	\$195.00	\$10,140.00	\$100.00	\$5,200.00
P.15	Repair Asphalt Pavement	26	SY	\$60.00	\$1,560.00	\$194.00	\$5,044.00	\$276.00	\$7,176.00	\$450.00	\$11,700.00
P.16	Repair Concrete Pavement	23	SY	\$200.00	\$4,600.00	\$383.00	\$8,809.00	\$235.00	\$5,405.00	\$175.00	\$4,025.00
P.17	Remove/Dispose existing Concrete Sidewalk/Curbing	10	SY	\$30.00	\$300.00	\$252.00	\$2,520.00	\$450.00	\$4,500.00	\$30.00	\$300.00
P.18	Temporary construction entrance	1	EA	\$1,500.00	\$1,500.00	\$6,344.00	\$6,344.00	\$13,500.00	\$13,500.00	\$4,000.00	\$4,000.00
P.19	Rock Rip Rap	4	SY	\$65.00	\$260.00	\$696.00	\$2,784.00	\$3,500.00	\$14,000.00	\$200.00	\$800.00
P.20	Seeding (disturbed areas)	1,271	SY	\$1.79	\$2,275.09	\$6.00	\$7,626.00	\$29.00	\$36,859.00	\$4.00	\$5,084.00
P.21	Silt Fence	493	LF	\$3.00	\$1,479.00	\$13.00	\$6,409.00	\$106.00	\$52,258.00	\$7.00	\$3,451.00
P.22	Stormwater Pollution Prevention Plan	1	LS	\$1,200.00	\$1,200.00	\$6,414.00	\$6,414.00	\$12,300.00	\$12,300.00	\$6,000.00	\$6,000.00
TOTAL BASE BID				\$1,708,017.04		\$2,356,506.15		\$2,700,225.00		\$913,661.00	
Alternative Bid Items											
Item	Item Description	Est. Qty	Unit	Unit Price	Total					Unit Price	Total
A.1	Remodel Kennel Building	1	LS	\$183,403.00	\$183,403.00	\$220,162.00	\$220,162.00	\$255,014.00	\$255,014.00	\$75,000.00	\$75,000.00
A.2	Kennel Building Expansion	1	LS	\$359,400.00	\$359,400.00	\$376,162.00	\$376,162.00	\$412,337.00	\$412,337.00	\$200,000.00	\$200,000.00
A.3	Install Synthetic Grass	1000	SF	\$12.00	\$12,000.00	\$23.00	\$23,000.00	\$40.01	\$40,010.00	\$10.00	\$10,000.00
TOTAL ALTERNATIVES BID				\$554,803.00		\$619,324.00		\$707,361.00		\$285,000.00	
TOTAL BASE BID with ALTERNATIVES				\$2,262,820.04		\$2,975,830.15		\$3,407,586.00		\$1,198,661.00	

*Contractor's Bid was formally withdrawn.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discuss Resolution No. 2025-35 authorizing an Economic Development Incentive Agreement with Sensei AG Holdings, Inc.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Sensei AG Holdings, Inc. (Sensei Farms) is an agricultural innovation company that integrates technology with sustainable farming practices to produce fresh fruits and vegetables year-round. Founded in 2018, the company operates advanced greenhouse facilities in Lanai, Hawaii, and Ontario, Canada, supplying regional markets across North America.

In September 2025, Sensei acquired a 25-acre site at 1205 Reed Drive in Lockhart, formerly owned by Evergen Equity LLC and previously occupied by Iron Ox. The site includes a 283,000-square-foot greenhouse and related infrastructure. The company plans to invest approximately \$40 million to retrofit and expand the facility for advanced controlled-environment agriculture operations. The site was most recently appraised at \$7.7 million.

Under the proposed Economic Development Incentive Agreement, approved by the Lockhart Economic Development Corporation (LEDC), the company will be eligible for a property tax rebate not to exceed \$2 million over ten years, contingent upon performance benchmarks that include creating at least 15 full-time jobs with an annual payroll of \$2 million.

The project will promote long-term investment, job creation, and expansion of the City's tax base consistent with Chapters 380, 501, and 505 of the Texas Local Government Code.

PROJECT SCHEDULE (if applicable): Retrofit work will begin immediately, with Hill Country Foodworks continuing as a tenant through November 2025. Full occupancy of the facility is anticipated by mid-2026.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution No. 2025-35 authorizing the City Manager to execute the Economic Development Incentive Agreement with Sensei AG Holdings, Inc.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No 2025-35 Sensai, Resolution No. 2025-21 Sensai AG - with Agreement

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH SENSEI AG HOLDINGS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Constitution and Chapters 380, 501, and 505 of the Texas Local Government Code, among other statutory grants of authority, the City of Lockhart, Texas (the “City”) has certain governmental powers that enable it to take affirmative and effective action to stimulate such growth; and

WHEREAS, the attraction of long-term investment and the establishment of new jobs in the City would enhance the economic base of the City in conformity with Chapters 380, 501 and 505, as applicable, of the Texas Local Government Code; and

WHEREAS, Sensei Ag Holdings, Inc., a Delaware Corporation (“Company”), proposes to own and operate a 49,000 square-foot warehouse facility and approximately 283,625 square feet of greenhouse space with a total capital investment of approximately \$40,000,000 at 1205 Reed Street, Lockhart, Texas; and

WHEREAS, the Company proposes to create at least fifteen (15) full-time jobs with a minimum annual payroll of \$2,000,000; and

WHEREAS, the Lockhart Economic Development Corporation (the “LEDC”) has approved an Economic Development Incentive Agreement (“Agreement”) providing a property tax rebate not to exceed \$2,000,000 over a ten (10) year term, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council finds that the project will promote local economic development, stimulate business and commercial activity, create employment opportunities, and increase the City’s tax base; and

WHEREAS, the City Council further finds that approval of the Agreement is consistent with the purposes of the LEDC and in the best interest of the citizens of Lockhart.

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

1. The City Council hereby approves the Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Sensei Ag Holdings, Inc., attached hereto as *Exhibit A* and incorporated herein for all purposes.

2. The City Manager is authorized to execute the Agreement on behalf of the City and to take such other actions as are necessary to carry out the intent of this Resolution.
3. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of October 2025.

CITY OF LOCKHART

Lew White, Mayor

Attest:

Approved as to Form:

Julie Bowermon, Secretary

Brad Bullock, Attorney

RESOLUTION NO. 2025-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH SENSEI AG, AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”), a Type B economic development corporation created pursuant to the Development Corporation Act, is authorized to provide economic development incentives in accordance with Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sensei Ag Holdings, Inc., a Delaware Corporation, (“Company”) proposes to own and operate a 49,000 square foot warehouse facility and approximately 283,625 square feet of greenhouse space with a capital investment of approximately \$40,000,000 at 1205 Reed Street, Lockhart, Texas; and

WHEREAS, the Company proposes to create at least 15 full-time employees with a minimum annual payroll of \$2,000,000; and

WHEREAS, LEDC desires to provide incentives to the Company through a Property Tax Rebate not to exceed \$2,000,000 over a ten (10) year term, in accordance with the terms set forth in the Economic Development Incentive Agreement (“Agreement”); and

WHEREAS, the location of the Company will contribute to the economic growth of the City of Lockhart by creating jobs, stimulating investment, and increasing the tax base; and

WHEREAS, the LEDC Board of Directors finds that approving the Agreement is consistent with the Corporation’s purpose and in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The Board of Directors hereby approves the Economic Development Incentive Agreement with Sensei Ag Holdings, Inc., attached hereto as *Exhibit A*.
2. The Chairman of the LEDC or designee is authorized to execute the Agreement on behalf of the Corporation, with such revisions as may be approved by legal counsel.
3. This Resolution shall be effective immediately upon its passage and approval.

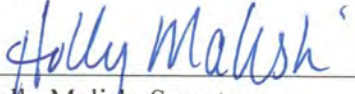
SIGNATURE PAGE TO FOLLOW

PASSED AND APPROVED this 13th day of October, 2025.

LOCKHART EDC


Alan Fielder, Chairman

Attest:


Holly Malish, Secretary

Approved as to Form:

Brad Bullock, Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Sensei Ag Holdings, Inc.

This Economic Development Incentive Agreement ("Agreement") is entered into by and between the Lockhart Economic Development Corporation, a Type-B economic development corporation (hereinafter called "LEDC") and Sensei Ag Holdings, Inc., a Delaware corporation, (hereinafter called "Company") otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company desires to own and operate at a forty-nine thousand (49,000 sf) square feet warehouse facility along with a two hundred thirty-three thousand six hundred twenty-five (233,625) square feet of greenhouse space with FIFTY ONE MILLION DOLLARS (\$51,000,000) in new capital investment that is located at 1205 Reed Drive, Lockhart TX 78644; and

WHEREAS, Company intends to add fifteen (15) new full-time employees (FTE) phased in through Year Four of the Performance Period, with an aggregate annual payroll for such new FTE's of not less than \$2,000,000 from Year Four onward during the Term; and

WHEREAS, LEDC intends to provide a property tax rebate to begin once Company obtains a Certificate of Occupancy, commencement of operations, and hiring of new full-time employees; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Lockhart (the "City") by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased

development, increased real property value and tax revalue for the City, and will have both a direct and indirect positive overall improvement and stimulus in the local and state economy;

WHEREAS, the LEDC desires to offer incentives to Company to enable Company to increase tangible business personal property and workforce pursuant to this Agreement in substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE 1 RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The LEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the LEDC. The LEDC acknowledges that the Company is acting in reliance upon the LEDC's performance of its obligations under this Agreement in making the decision to commit substantial money to the establishment of the Project, hereinafter established.
2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter

established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the LEDC for the Property Tax Rebate grant to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.
4. Administration of Agreement. Upon the Effective Date, the LEDC delegates the administration and oversight of this Agreement to the Executive Director of the LEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the LEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as by common and ordinary usage.

"Ad Valorem Tax Base Line" means the final approved taxable value of the unimproved Property by the Caldwell Appraisal District for the year prior *to* improvements completed from which all increases in the Total Taxable Assessed Value shall be measured.

"Ad Valorem Tax Effective Date" means the first January 1 following the later of (a) issuance of the Certificate of Occupancy for the Project and (b) commencement of operations, but in no event later than January 1, 2027.

"Ad Valorem Tax Revenues" means the amount of real and personal property taxes actually received by the City from the levy of such taxes on the Property, including any improvements and personal property, with the exclusion of inventory, located on the Property, but only to the extent that the total of such Ad Valorem Tax Revenues for any given year during the Term hereof exceed the Ad Valorem Tax Base Line.

"Annual Payroll" shall mean the total wages paid, exclusive of employee benefits, to Fulltime Employees at the Lockhart Facility.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such

appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Calendar Year" shall mean the period from January 1 to December 31.

"Certificate of Occupancy" shall mean the signed certificate issued by City of Lockhart Permit Inspections Division permitting the Company the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

"Default" shall mean failure by any Party to timely and substantially comply with the performance requirements set forth in Article IV, duty, or covenant if uncured within sixty (60) days of receiving written notice from any other Party.

"Effective Date" shall be the date of the last signature authorizing this agreement.

"Expiration Date" shall mean December 31, 2034.

"Facility" shall mean the property and improvements within the 24.58-acre property located 1205 Reed Drive, St, Lockhart Texas, 78644.

"Force Majeure" shall mean that neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, war, terrorism, riots, civil commotion, governmental actions or orders, epidemics or pandemics, labor disputes (including strikes, lockouts, or slowdowns), supply chain disruptions, material shortages, utility or telecommunications failures, cyberattacks, fires, explosions, or floods. The affected Party shall promptly notify the other Party in writing of the occurrence of such an event, shall use commercially reasonable efforts to mitigate its impact, and shall resume performance as soon as reasonably practicable. Obligations excused by force majeure shall be suspended only for the duration of the event.

"Full-time employee" or "FTE" shall mean: (1) an employee with a regular work schedule of at least 40 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and (2) is entitled to at least the customary employer-sponsored employee benefits package afforded by the Company to its similarly situated employees at other locations.

"Project" shall mean the retention and creation of at least 15 new full-time employees, occupy a 49,000 square-foot warehouse facility and a 233,625 square-foot greenhouse space with new capital investment of at least \$51,000,000 in the warehouse facility and greenhouse space.

"Property Tax Rebate" shall mean a rebate on new real and tangible personal property taxes.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor.

"Tangible Personal Property" shall mean real property improvements, excluding the building and land, and all tangible personal property, equipment, machinery, and fixtures owned or leased by Company that is added to the Project to the execution of this Agreement and is accounted on the tax rolls by the Caldwell County Appraisal District.

ARTICLE IV ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Property Tax Rebate. The Parties to this Agreement intend that if Company commences development of the Project and otherwise complies with the terms of this Agreement, the LEDC shall grant to Company a percentage of City ad valorem taxes paid, not to exceed TWO MILLION DOLLARS AND NO/100 (\$2,000,000) and described herein for a period of ten (10) years or until this agreement has terminated by its own terms, whichever is sooner, as described below.
2. This Agreement will become enforceable upon the Effective Date and will terminate on the tenth (10th) anniversary of the Ad Valorem Tax Effective Date (the "Term"); provided however, that in recognition of the fact that rebate payments are, by necessity, calculated and paid after the relevant taxes have been levied by and paid to the City and, therefore, will always be paid in arrears, the term of this Agreement will be deemed extended until any rebate payments relating to Ad Valorem Tax Revenues attributable to the specified Term of the Agreement have been paid by the LEDC to the Company.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll	Minimum Tangible Personal Property	Rebate %	Certification Date
Year 1 - 2026	04	\$600,000	\$40,000,000	100%	15-APR-27
Year 2 - 2027	10	\$1,500,000	\$40,000,000	100%	15-APR-28
Year 3 - 2028	15	\$2,000,000	\$40,000,000	100%	15-APR-29
Year 4 - 2029	15	\$2,000,000	\$40,000,000	100%	15-APR-30
Year 5 - 2030	15	\$2,000,000	\$40,000,000	75%	15-APR-31
Year 6 - 2031	15	\$2,000,000	\$40,000,000	75%	15-APR-32
Year 7 - 2032	15	\$2,000,000	\$40,000,000	75%	15-APR-33
Year 8 - 2033	15	\$2,000,000	\$40,000,000	55%	15-APR-34
Year 9 - 2034	15	\$2,000,000	\$40,000,000	55%	15-APR-35

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds to the LEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The LEDC, to the extent allowed by law, shall keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information pursuant to the Texas Public Information Act, LEDC shall promptly notify Company, and will not disclose the information unless required to do so by the Attorney General of Texas under the provisions of the applicable statutes. No press release, public announcement, social-media post, or other publicity referencing this Agreement, the Project, Company, or Company's founders/owners shall be made by LEDC without Company's prior written consent, except as required by law or open-meetings requirements.

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a Property Tax Rebate grant shall be conditioned upon Company successfully obtaining a Certificate of Occupancy, commencement of operations, and hiring of new full-time employees and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. The Company shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not

later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit "A" to this Agreement and include reasonable supporting documentation, which may consist of (i) a CPA attestation, (ii) on-site inspection of payroll and headcount records, or (iii) a redacted copy of IRS Form 941; provided that employee-level data need not be provided off-site. The first Annual Report will be due April 15, 2027.

ARTICLE V COVENANTS AND DUTIES

1. Company's Covenants and Duties. Company makes the covenants and warranties to the LEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

(b) The execution of this Agreement has been duly authorized by Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the Company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company's by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.

(c) Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Company agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility and shall be responsible for paying, or causing to be paid, to the City and all other

governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(f) Company shall cooperate with the LEDC in providing all necessary information and documentation to assist the LEDC in its determination that Company is in compliance with this Agreement.

(g) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a, Company shall be in Default and subject to the remedies set forth in this Agreement. Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which a Property Tax Rebate grant provided herein will be used.

(h) Maintain and prepare financial statements in accordance with generally accepted accounting principles in the United States of America as established by the Financial Accounting Standards Board and permit LEDC to visit, examine, audit, inspect, and verify compliance of records reasonably necessary to confirm aggregate FTE, total payroll, and taxable TPP, or by reliance on a CPA attestation at mutually agreed upon times (provided, LEDC shall pay the reasonable fees and disbursements of any accountants or other agents of LEDC, selected by LEDC, for the foregoing purposes). Unless written notice of another location is given to LEDC, Company's books and records will be located at 1205 Reed Drive, Lockhart, Caldwell County, Texas 78644.

(i) Grant LEDC the right to review audited year-end financial statements to include balance sheet, operating statement and surplus reconciliation, together with an officer's certificate of compliance with this Agreement including computations of all quantitative covenants, as well as un-audited, interim financial statements, and promptly provide LEDC with such additional information, reports, or statements respecting its business operations and financial condition as LEDC may reasonably request in the event any performance objectives are not met as reported in the Annual Reports as required in Article IV, Section 5.

(j) Grant LEDC the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Company as a result of the assistance provided hereunder, the number of hours each employee worked during the previous 12 months, and the cumulative payroll for Company's Lockhart operation.

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Company an amount not to exceed TWO MILLION DOLLARS AND NO/100 (\$2,000,000) as a property tax rebate as set forth in Article IV.

3. Substantial Compliance and Default. Failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within thirty (30) days of receiving written notice from any other Party or such longer period as reasonably necessary if the default cannot be cured within thirty (30) days and the defaulting party has commenced cure efforts in good faith . Failure of Company to timely and substantially cure a default will give the LEDC the right to terminate this Agreement, as reasonably determined by the Board of Directors of the LEDC.

4. Recapture. In the event of Default by the Company, the LEDC shall, as a remedy for Default hereunder, after providing Company notice and an opportunity to cure, have the right to recapture a pro-rated portion of all Property Tax Rebate Grants amounts paid under this Agreement (as applicable, the "Recaptured Amount") based on the percentage of underperformance relative to the Performance Table (e.g., if FTE targets are met at 90%, LEDC may recapture 10%). The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date as defined in Article III; or
- (c) Default by Company (at the option of the LEDC).

ARTICLE VII DISPUTE RESOLUTION

1. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator mutually agreed to by the parties.

2. In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas.

ARTICLE VIII MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the LEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the LEDC, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City and commencing operations at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The LEDC represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the LEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the LEDC which shall not be unreasonably withheld, provided the assignee assumes all obligations in writing and provides financial security if requested. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the LEDC including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

If intended for LEDC: Lockhart Economic Development Corporation

Attention: Executive Dir. of Economic Development
215 E Market Street
Lockhart, TX 78644

With a Copy To: Messer Fort
Attention: Bradford E. Bullock
4201 W. Parmer Lane
Ste C-150
Austin, TX 78644

If to the Company: Sensei Ag Holdings, Inc.
Attention: Theuns Roux
1205 Reed Drive
Lockhart, TX 78644

Any Party may designate a different address at any time upon written notice to other Parties.

7. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Caldwell County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the LEDC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the LEDC.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Indemnification. ***COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE LEDC, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY"), HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE LEDC AGAINST CLAIMS CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE LEDC INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND AN INDEMNIFIED PARTY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Signatures to follow.

The undersigned parties have executed this Agreement on the dates indicated below.

SENSEI AG HOLDINGS, INC.

a Delaware corporation

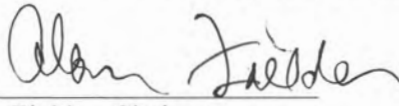
By: _____

Theuns Roux, (Title)

Date: _____

LOCKHART ECONOMIC DEVELOPMENT CORPORATION,

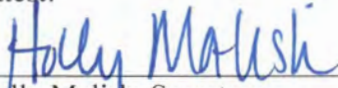
a Type B Economic Development Corporation

By:  _____

Alan Fielder, Chairman

Date: _____

Attest:



Holly Malish, Secretary

Approved as to Form:

Brad Bullock, Attorney

Annual Certification Report

Reporting Period: January 1 to December 31, 20____

The Annual Certification Report for the Economic Development Performance Agreement between the City of Lockhart Economic Development Corporation and _____ is due on March 3, ____.

Please sign and return the Annual Certification Report form with accompanying narrative and IRS Form 941.

I. PROJECT INFORMATION

Company Legal Name: _____
Address (subject to incentive): _____
Company Primary Contact: _____ Title: _____
Phone: _____ Email: _____

II. REPORTING INFORMATION

Employment and Wage Information:

What is the total number of Full-Time Employees located at the Facility during the calendar year? _____

What is the current average wage at your facility? _____

What is the total Annual Payroll for the Lockhart Facility during the calendar year? _____

Investment Information:

What is the Company's Personal Property value for the reporting period? _____

Narrative: Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNARTY)

Employment:

Number of Full-Time Employees added in past year: _____

Number of employees that live in Lockhart, Texas: _____

Number of employees that live in Caldwell County, TX: _____

Interested in being contacted about workforce training opportunities? _____ Yes _____ No

Interested in being contacted for assistance with City permits? _____ Yes _____ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the LEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer: _____ Certifying Officer's Title: _____

Phone Number: _____ E-Mail Address: _____

Signature of Certifying Officer: _____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

This information was acknowledged before me on this day of _____ by _____, a Texas limited partnership, on behalf of said agency

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before April 15, 20____ Please send an original to the following address:

Attention: Economic Development Director
City of Lockhart Economic Development Corporation

215 E. Market St
Lockhart, TX 78644

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion regarding application ZC-25-05 by Jiovanna Llamas, and discussion and/or action to consider Ordinance 2025-24 for a Zoning Change from RMD Residential Medium Density District to CMB Commercial Medium Business District on all of Lots 30, 31, and 32 and part of lots 16, 17, 18, 27, 28, and 29, Block 2, Navarro Addition, consisting of 0.3620 acres and located at 312 Laredo Street.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: This application is to rezone a 0.362 acres parcel located on the eastern frontage of North Colorado Street between Flores and Laredo Streets from RMD Residential Medium Density District to CMB Commercial Medium Business District. The applicant plans to potentially place a small restaurant with drive-in service on the site. The site exceeds the minimum lot size for the proposed RMD zoning district. The site previously had a house which was vacant at the time of application and has since been demolished. The site is within the Local Corridor Designation in the Lockhart Looking Forward comprehensive plan, and retail and restaurant are considered appropriate uses in the Plum Creek District in which the site is located. The site has adequate water and wastewater service, as well as roadway access.

PROJECT SCHEDULE (if applicable): None.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None.

PREVIOUS COUNCIL ACTION: None.

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission recommended approval of the proposed zoning change by a vote of 6-1 at its October 8, 2025 meeting.

STAFF RECOMMENDATION/REQUESTED MOTION: Approval of Ordinance 2025-24, rezoning 312 Laredo Street from RMD Residential Medium Density District to CMB Commercial Medium Business District.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

LIST OF SUPPORTING DOCUMENTS: ZC-25-05 Ordinance 2025-24, Ordinance 2025-24 Exhibit A, ZC2505 case map, ZC2505 aerial, ZC2505 zoning, ZC2505 flu thoroughfares, zc-25-05 staff report--Council, ZC2505 application

ORDINANCE 2025-24

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF LOCKHART, TEXAS, TO RECLASSIFY 0.362 ACRES OF THE PROPERTY KNOWN AS LOTS 30, 31, AND 32 AND PART OF LOTS 16, 17, 18, 27, 28, AND 29, BLOCK 2, NAVARRO ADDITION LOCATED AT 312 LAREDO STREET, FROM RMD RESIDENTIAL MEDIUM DENSITY DISTRICT TO CMB COMMERCIAL MEDIUM BUSINESS DISTRICT.

WHEREAS, on October 8, 2025, the Planning and Zoning Commission held a public hearing and voted to recommend approval of a zoning change to CMB Commercial Medium Business District; and,

WHEREAS, the City Council desires to amend the zoning map as provided in Section 64-128 of the Code of Ordinances; and,

WHEREAS, a public hearing was held in conformance with applicable law;

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

I. The foregoing recitals are approved and adopted herein for all purposes.

II. The above-referenced property described in Zoning Change request ZC-25-05, known as Lots 30, 31, and 32 and part of lots 16, 17, 18, 27, 28, and 29, Block 2, Navarro Addition, and more particularly described in Exhibit A and located at 312 Laredo Street, will be reclassified from RMD Residential Medium Density District to CMB Commercial Medium Business District.

III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or unenforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

V. Publication: That the City Secretary is directed to cause this ordinance caption to be published in a newspaper of general circulation according to law.

VI. Effective Date: That this ordinance shall become effective and be in full force immediately upon and from the date of its passage.

PASSED, APPROVED, AND ADOPTED AT A REGULAR MEETING OF THE LOCKHART CITY COUNCIL ON THIS THE 21ST DAY OF OCTOBER, 2025

CITY OF LOCKHART

Lew White, Mayor

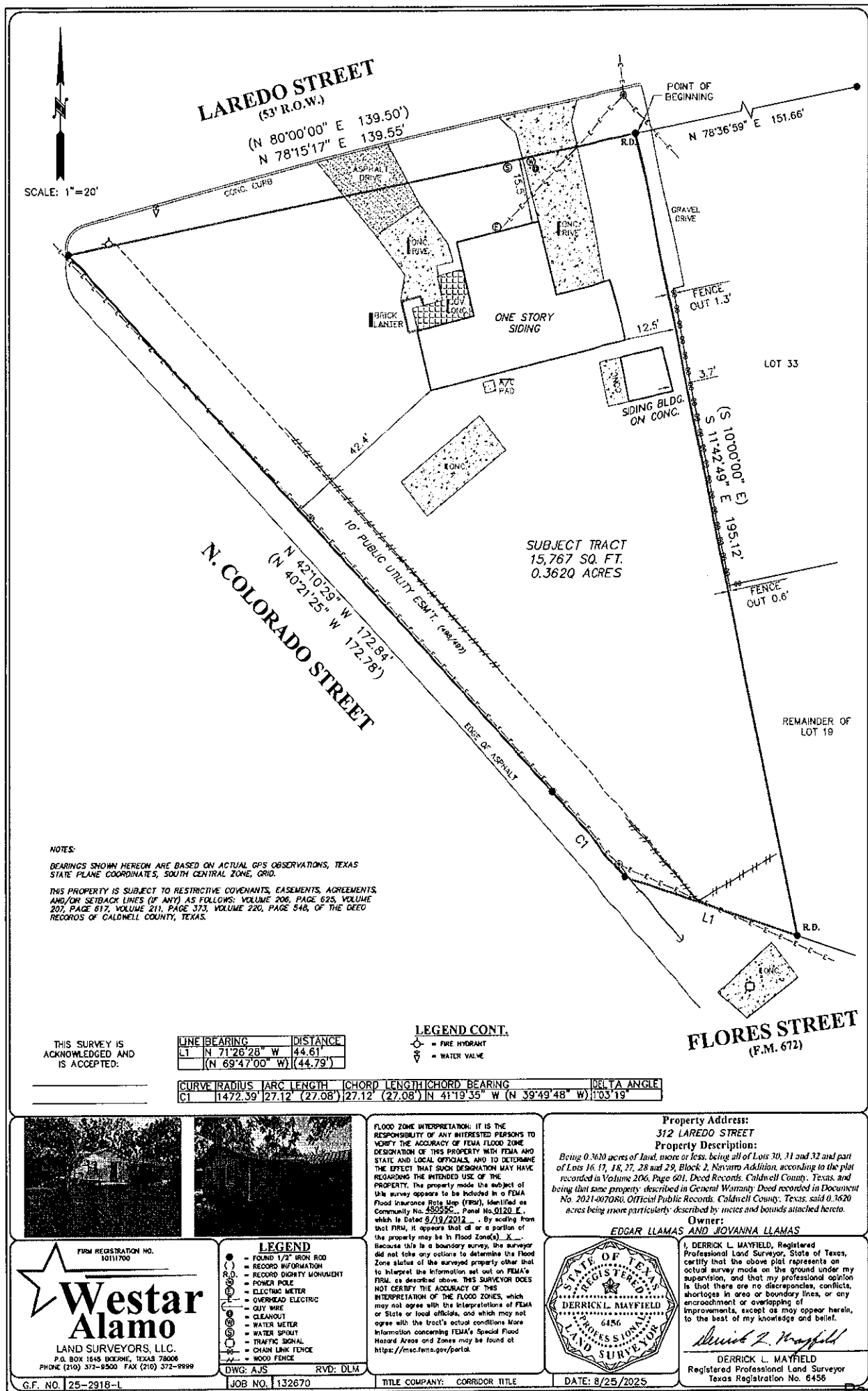
ATTEST:

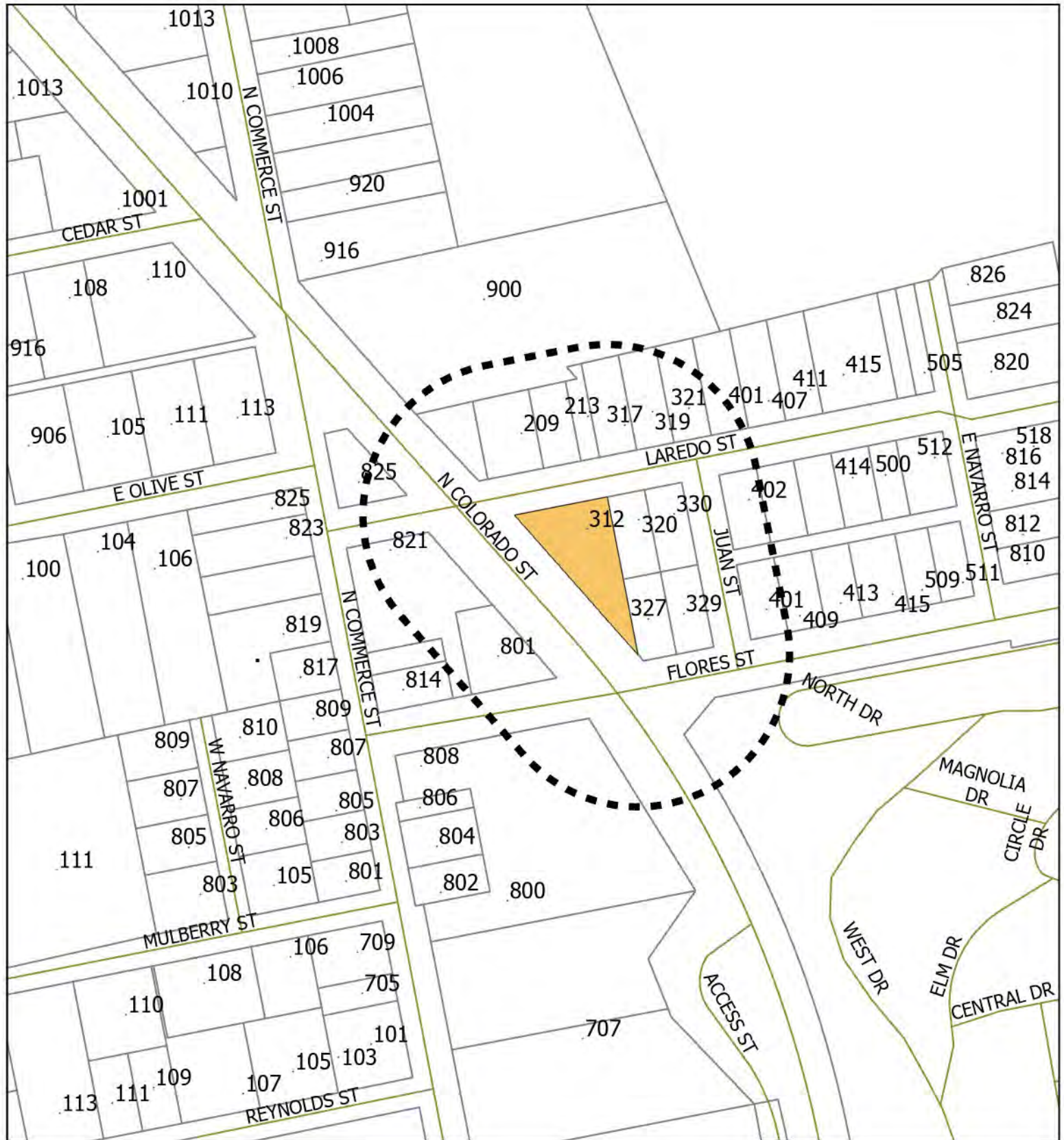
APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Brad Bullock, City Attorney

EXHIBIT A





ZC-25-05

RMD TO CMB

312 LAREDO ST



SUBJECT PROPERTY

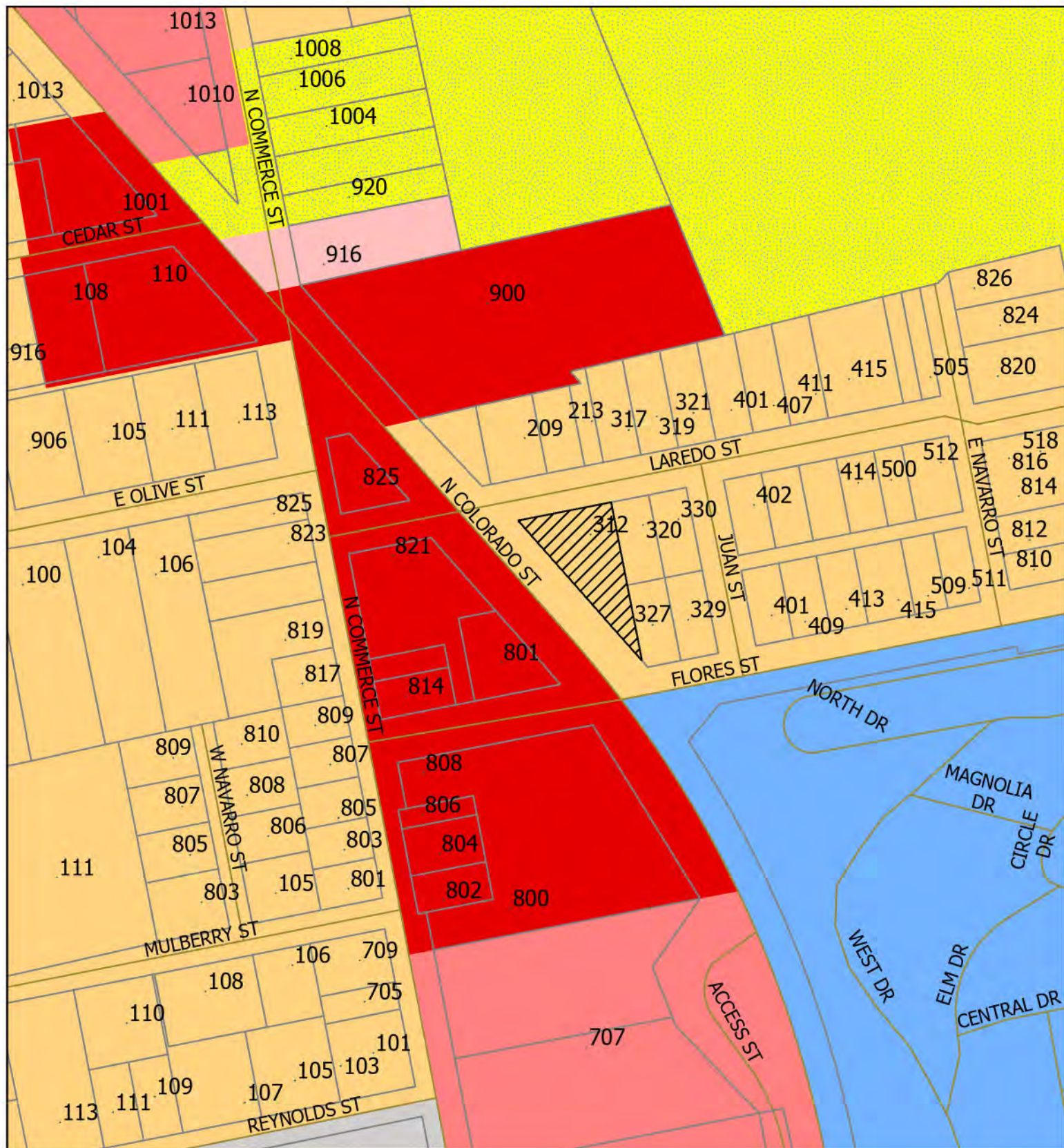


ZONING BOUNDARY



200 FT BUFFER





ZC-25-05

RMD TO CMB

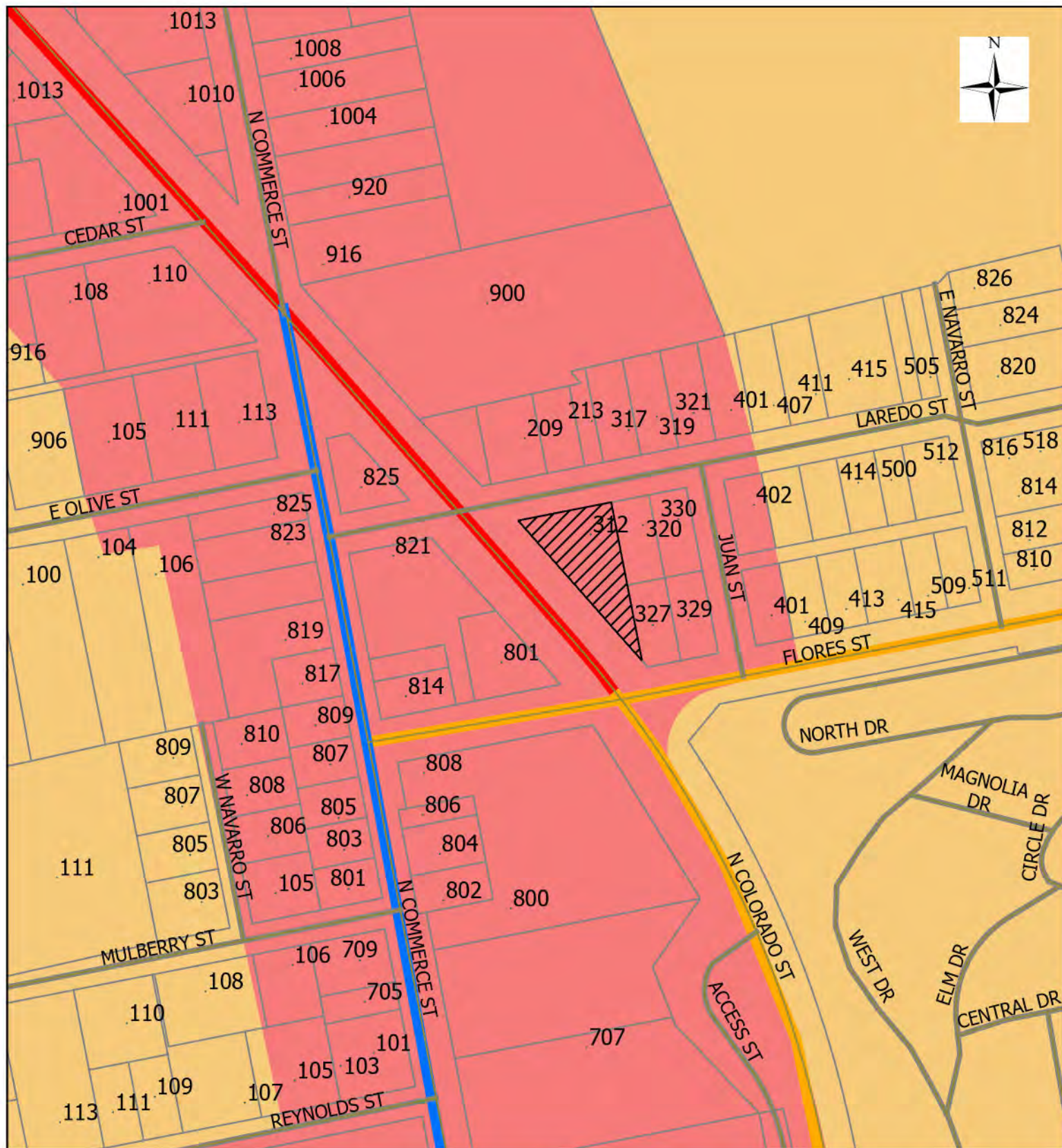
312 LAREDO ST



ZONING

- CHB
- CLB
- CMB

- IL
- PI
- RLD
- RMD



FUTURE LANDUSE & THOROUGHFARES

RMD TO CMB

312 LAREDO ST

Future Land Use

- Low Density Residential
- Mid-Density Infill
- Mixed Use - Regional
- Mixed Use - Local
- Regional Corridor

- Local Corridor
- Employment
- Industrial
- Unplanned Area

Thoroughfares

- Major Arterial
- Minor Arterial
- Collector

Urban Downtown

- Local
- Mixed-use Street
- Local
- Proposed Major arterial
- Proposed Minor arterial

Proposed

- Collector
- Proposed Urban Downtown Local
- Proposed Mixed-use Street
- Proposed Local

CASE SUMMARY

STAFF: David Fowler, Planning Director
 REPORT DATE: October 10, 2025
 PLANNING AND ZONING COMMISSION HEARING DATE: October 8, 2025
 CITY COUNCIL HEARING DATE: October 21, 2025
 REQUESTED CHANGE: RMD to CMB
 STAFF RECOMMENDATION: **Approval**
 PLANNING AND ZONING COMMISSION RECOMMENDATION: **Approval**

CASE NUMBER: ZC-25-05

BACKGROUND DATA

APPLICANT: Jiovanna Llamas
 OWNER: Jiovanna Llamas and Edgar Llamas
 SITE LOCATION: 312 Laredo Street
 LEGAL DESCRIPTION: Metes and Bounds
 SIZE OF PROPERTY: 0.362 acres
 EXISTING USE OF PROPERTY: Residential
 LAND USE PLAN DESIGNATION: Plum Creek District/Local Corridor

ANALYSIS OF ISSUES

REASON FOR REQUESTED ZONING CHANGE: The purpose of the zoning change is to allow development of the small lot on the west side of North Colorado Street between Flores and Laredo Streets. The proposed rezoning has been submitted because the applicant sees developing the property, possibly with a restaurant, which would not be possible with the existing RMD zoning.

AREA CHARACTERISTICS:

	Existing Use	Zoning	Future Land Use Plan
North	Residential	RMD	Plum Creek District/Local Corridor
East	Residential,	RMD	Plum Creek District/Mid-density infill
South	Commercial	CHB	Plum Creek District/Local Corridor
West	Commercial	CHB	Plum Creek District/Local Corridor

TRANSITION OF ZONING DISTRICTS: The subject property is located in an area on the US 183 Corridor of the north side that is primarily commercial development along North Colorado Street and residential as one travels into the surrounding neighborhoods. The property has been the site of a house, which is still currently in place, but not occupied. If the property is rezoned, any commercial development will require a 20-foot setback from any adjacent residential lot and will also need to meet screening requirements.

ADEQUACY OF INFRASTRUCTURE: Vehicular access is possible from both Laredo Street and North Colorado Street/US 183, but TxDOT has informed the applicant that they would not allow a curb cut onto the property from US 183. There is a 6-inch water main along Laredo St, and a 6-inch wastewater lines along both Laredo and North Colorado Streets.

POTENTIAL NEIGHBORHOOD IMPACT: The development of the subject property as commercial could potentially create impacts on neighboring residential properties, including increased traffic and possible noise compared to the property being redeveloped as a residential property. Many of these effects can potentially be mitigated by adherence to the city's compatibility standards including enhanced setbacks, fencing and screening requirements, and lighting, noise and other regulations.

CONSISTENCY WITH COMPREHENSIVE PLAN: The proposed Lockhart Comprehensive Plan shows that retail and restaurant uses are considered appropriate in the Plum Creek District, in which the site is located.

ALTERNATIVE CLASSIFICATIONS: None

RESPONSE TO NOTIFICATION: Staff received two inquiries from neighbors regarding the nature of the zoning change request, and one nearby resident spoke in opposition to the zoning change at the Planning and Zoning Commission meeting.

STAFF RECOMMENDATION: Approval

CITY OF

Lockhart

TEXAS

ZONING CHANGE APPLICATION

(512) 398-3461 • FAX (512) 398-3833
P.O. Box 239 • Lockhart, Texas 78644
308 West San Antonio Street

APPLICANT/OWNER

APPLICANT NAME Jiovanna Uamas ADDRESS 350 old luling
DAY-TIME TELEPHONE (512) 749-6314 Road, lockhart,
E-MAIL UamasJiovanna@UTexas.edu Tx, 78644
OWNER NAME Jiovanna Uamas + Edgar Uamas ADDRESS (same ↑)
DAY-TIME TELEPHONE (512) 749-6314
E-MAIL Uamas.edgar10@gmail.com

PROPERTY

ADDRESS OR GENERAL LOCATION 312 Laredo St, lockhart, Tx, 78644
LEGAL DESCRIPTION (IF PLATTED) NAVARO, BLOCK 2, lot 30-32, P+14-18, 27-29, S544
SIZE 0.3620 ACRE(S) LAND USE PLAN DESIGNATION Commercial business
EXISTING USE OF LAND AND/OR BUILDING(S) Older home but vacant
PROPOSED NEW USE, IF ANY Commercial Use

REQUESTED CHANGE

FROM CURRENT ZONING CLASSIFICATION LMD Residential Medium Density
TO PROPOSED ZONING CLASSIFICATION CMB Commercial Medium Business
REASON FOR REQUEST Wanting to demolish the house and
make space for a business. with parking.

SUBMITTAL REQUIREMENTS

IF THE APPLICANT IS NOT THE OWNER, A LETTER SIGNED AND DATED BY THE OWNER CERTIFYING THEIR OWNERSHIP OF THE PROPERTY AND AUTHORIZING THE APPLICANT TO REPRESENT THE PERSON, ORGANIZATION, OR BUSINESS THAT OWNS THE PROPERTY.

NAME(S) AND ADDRESS(ES) OF PROPERTY LIEN-HOLDER(S), IF ANY.

IF NOT PLATTED, A METES AND BOUNDS LEGAL DESCRIPTION OF THE PROPERTY.

APPLICATION FEE OF \$250, PLUS \$150 PER ACRE, MAXIMUM OF \$10,000, PLUS ADDITIONAL \$1,000 FOR PLANNED DEVELOPMENT DISTRICT.

APPLICATION FEE OF \$ ~~250~~ ^{304.30} PAYABLE TO THE CITY OF LOCKHART.

TO THE BEST OF MY KNOWLEDGE, THIS APPLICATION AND ASSOCIATED DOCUMENTS ARE COMPLETE AND CORRECT, AND IT IS UNDERSTOOD THAT I OR ANOTHER REPRESENTATIVE SHOULD BE PRESENT AT ALL PUBLIC MEETINGS CONCERNING THIS APPLICATION.

SIGNATURE *Guiana Llamas*

DATE *8th 9/15/2025*

OFFICE USE ONLY

ACCEPTED BY *D. Fowler*

RECEIPT NUMBER *201399703*

DATE SUBMITTED *9/5/2025*

CASE NUMBER ZC - *25* - *25*

DATE NOTICES MAILED *9-22-2025*

DATE NOTICE PUBLISHED *9-25-2025*

PLANNING AND ZONING COMMISSION MEETING DATE *October 8*

PLANNING AND ZONING COMMISSION RECOMMENDATION *Approved*

CITY COUNCIL MEETING DATE *October 21*

DECISION _____

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Hold a PUBLIC HEARING and discussion and or/action regarding Ordinance 2025-25 amending Chapter 64 "Zoning" and Chapter 18 "Environment" of the Lockhart Code of Ordinances, as follows:

Amend Chapter 64 "Zoning", Article VII "Zoning Districts and Standards" Section 64-197, "Regulations common to all or several districts" to add a new subsection (k) "Residential noise standards."

Amend Chapter 18 "Environment," Article II "NOISE" Section 18-26, "Unreasonable Noise Prohibited" to add a reference to the permitted residential and nonresidential noise levels listed in Chapter 64.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City's noise ordinance affecting nonresidential uses was most recently amended in November 2024. While the current noise ordinance covers noises heard in residential areas originating from commercial and industrial uses, it does not cover noise originating from residential properties. The proposed amendment to Chapter 64, Zoning, is designed to eliminate this omission, by regulating allowable noise levels originating from residential uses. The proposed amendment would set the allowed noise levels perceived in residentially-zoned areas to match the allowed levels originating from nonresidential areas. The proposed amendment also includes a smaller amendment to Chapter 18, Environment which sets the noise levels delineated in Chapter 64 as the reference for noise enforcement in that chapter as well.

PROJECT SCHEDULE (if applicable): None

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable): None

PREVIOUS COUNCIL ACTION: Ordinance 2024-32, amending the allowable noise levels originating from nonresidential properties was approved November 7, 2024

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION: The Planning and Zoning Commission unanimously recommended approval of the proposed text amendment at its October 8, 2025 meeting

STAFF RECOMMENDATION/REQUESTED MOTION: Approval

LIST OF SUPPORTING DOCUMENTS: Noise Regulation Ordinance 2025-25 for Council 10-21-2025, Residential Noise ordinance memo to Council 10-10-2025, Suggested residential noise ordinance language--10-1-25, Noise Regulations Comparison 5-28-24

ORDINANCE 2025-25

AN ORDINANCE OF THE CITY OF LOCKHART, TEXAS, AMENDING THE CITY OF LOCKHART CODE OF ORDINANCES, CHAPTER 64 "ZONING", ARTICLE VII "ZONING DISTRICTS AND STANDARDS", SECTION 64-197 "REGULATIONS COMMON TO ALL OR SEVERAL DISTRICTS", ADDING A NEW SUBSECTION (k) "RESIDENTIAL NOISE STANDARDS.", TO REGULATE THE ALLOWABLE NOISE LEVELS FOR RESIDENTIALLY ZONED PROPERTIES; AND AMENDING CHAPTER 18 "ENVIRONMENT," ARTICLE II, "NOISE" SECTION 18-26, "UNREASONABLE NOISE PROHIBITED" TO REFERENCE THE ALLOWABLE NOISE LEVELS LISTED IN CHAPTER 64, PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Lockhart Code of Ordinances (the "Code of Ordinances") was adopted on July 7, 1998 by Ordinance No. 98-16; and

WHEREAS, On October 8, 2025, the City of Lockhart Planning and Zoning Commission held a public hearing and recommended approval of amendments to Chapter 64, Article VII, Section 64-197 of the Zoning Ordinance in the Code of Ordinances; and

WHEREAS, The City Council of the City of Lockhart (the "City Council") has determined that such amendments serve a public purpose and the City Council desires to amend the Code of Ordinances accordingly;

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

SECTION I. The foregoing recitals are approved and adopted herein for all purposes.

SECTION II. Chapter 64 "Zoning", Article VIII "Zoning districts and standards", Section 64-197 "Regulations common to all or several districts", is hereby amended in part to add a new Subsection (k) "Residential noise standards" and Chapter 18, "Environment" Article II "Noise," Section 18-26 "Unreasonable noise prohibited" are amended to read as follows:

Sec. 64-197. - Regulations common to all or several districts

(k) Residential noise standards

- (1) Noise originating from properties in residential zoning districts, including RLD, RMD, RHD and residential areas within Planned Development Districts, shall be limited to 56 decibels between 10:00 PM and 7:00 AM and 63 decibels between 7:00 AM and 10:00 PM, as measured from other residentially-zoned properties.

Sec. 18-26. - Unreasonable noise prohibited.

The creation of any unreasonable loud, disturbing and unnecessary noises in the city is hereby prohibited. Noises of such character, intensity and duration as are reasonably calculated to be detrimental to the life or health of any ordinary reasonable person are hereby prohibited. The permitted noise levels for residential and nonresidential properties are listed in Sections 64-197 (k) and 64.198 (c) (3).

SECTION III. Severability: If any provision, section, clause, sentence, or phrase of this ordinance is for any reason held to be unconstitutional, void, invalid, or un-enforced, the validity of the remainder of this ordinance or its application shall not be affected, it being the intent of the City Council in adopting and of the Mayor in approving this ordinance that no portion, provision, or regulation contained herein shall become inoperative or fail by way of reasons of any unconstitutionality or invalidity of any other portion, provision or regulation.

SECTION IV. Repealer: That all other ordinances, sections, or parts of ordinances heretofore adopted by the City of Lockhart in conflict with the provisions set out above in this ordinance are hereby repealed or amended as indicated.

SECTION V. Penalty: Any person who violates any provision of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined as provided in Section 1-8 of the City Code.

SECTION VI. Publication: That the City Secretary is directed to cause the caption of this ordinance to be published in a newspaper of general circulation according to law.

SECTION VII. Effective Date. That this ordinance shall become effective and be in full force immediately upon its passage.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ON THIS THE 21st DAY OF OCTOBER 2025.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

TO: Lockhart City Council
FROM: David Fowler, AICP, Planning Director
SUBJECT: Proposed Noise Ordinance revisions
DATE: October 10, 2025

A public hearing is scheduled at the October 21st meeting to discuss possible revisions to Section 64-197 relating to allowed noise levels in residential areas in the City. This text amendment is an additional work item that had remained unfinished after the overhaul of noise standards which occurred in November 2024. The 2024 amendment revised the standards for noise levels produced by various nonresidential uses, including noise received in residential areas, but did not address the noise levels produced by residential uses. This was due to Chapter 64, Zoning, of the City Code of Ordinances having its primary noise regulations in Section 64-198, "Performance Standards for Commercial and Industrial Districts," which would not allow for inclusion of noise produced by residentially-zoned properties in that section. To solve this issue, planning staff recommends that a freestanding residential noise ordinance section be added to section 64-197, "Regulations common to all or several districts"

A document which planning staff had previously prepared comparing Lockhart to other peer cities accompanies this memo. This document shows that while Lockhart's proposed residential noise standards are lower than some other cities in the studies, they are not so low as to stand out as an outlier among other cities. The recommendation is that allowed noise levels originating within residential areas mirror the noise levels allowed to be heard within residential areas from commercial uses outside the residential areas.

An additional revision is recommended to Section 18-26 "Unreasonable noise prohibited" to reference the enumeration of allowable noise levels in Chapter 64. The Planning and Zoning Commission unanimously recommended approval of the proposed amendments to Chapters 64 and 18 at their October 8, 2025 meeting.

Suggested residential noise ordinance language

Sec. 64-197. - Regulations common to all or several districts

...

(k) Residential noise standards

(1) Noise originating from properties in residential zoning districts, including RLD, RMD, RHD and residential areas within Planned Development Districts, shall be limited to 56 decibels between 10:00 PM and 7:00 AM and 63 decibels between 7:00 AM and 10:00 PM, as measured from other residentially-zoned properties.

Sec. 18-26. - Unreasonable noise prohibited.

The creation of any unreasonable loud, disturbing and unnecessary noises in the city is hereby prohibited. Noises of such character, intensity and duration as are reasonably calculated to be detrimental to the life or health of any ordinary reasonable person are hereby prohibited. The permitted noise levels for residential and nonresidential properties are listed in Sections 64-197 (k) and 64.198 (c) (3).

Notes on City Noise Regulations

May 28, 2024

Summary

How do peer cities regulate noise for special or one-time events? Key factors for consideration include:

- Whether the standard noise regulations apply,
- What exceptions exist,
- What the standard and/or special noise levels are, and
- Are special permits required for noise at events **not** otherwise qualifying as Special Events.

The following is an overview of these factors from different cities.

Most cities have published a guidebook or other literature detailing what types of events require permits and the complete processes by which permits can be requested from all relevant departments.

Georgetown

Code of Ordinances Chapter 8.16 – Noise Control

Day/Night Maximums:

- 63/56 residential areas
- 70/63 commercial areas
- 72/65 industrial areas
- 72/65 other areas

Temporary permits to exceed noise levels are allowed for Special Events and for outdoor music venues. Outdoor music venue permits may be granted for up to a year in duration and do not transfer between ownership/tenancies. In all other cases, permits may not be issued for a period greater than 24 hours and more frequently than every 30 days.

Permit fees are \$50 and must be submitted at least 20 days before the event.

Temporary permits may be issued if:

1. Noise levels occurring during the period of the variance will not constitute a danger to public health;

2. Compliance with this Chapter would impose an unreasonable hardship on the applicant or the public without greater benefits to the public; and
3. The applicant has fully complied with the application procedures.

Considerations for evaluating the permit application:

1. The character and degree of injury to, or interference with, the health and welfare or the reasonable use of property that is caused or threatened to be caused;
2. The value to the community of the activity for which the variance is sought;
3. The ability of the applicant to apply the best practical noise control measures; and
4. Proximity to residences at which reasonable persons would be disturbed by the noise.

Additional notes:

1. No permit shall be issued for the operation of sound equipment at nighttime from a motor vehicle or for a location within 100 feet of a residential or noise-sensitive area.
2. No permit shall be issued if the applicant has been convicted of more than two violations of a regulation under this Chapter or there have been more than two convictions for violations of this Chapter at the location for which the permit is sought in the six months prior to the date on which the application is submitted.
3. Revocation of permit. The permit may be revoked by the director if the terms of the permit are violated; if it is learned that there were material misrepresentations made in the permit application; or if there is a material change in any of the circumstances relied upon by the Director in granting the permit.

San Marcos

The City uses a hybrid form-based code, so specific noise regulations based on use are limited. Special Event Facility (use) does not have additional noise requirements.

Development Code Section 7.4.2.1 Noise

No activity in excess of 85 decibels between 10:00 a.m. and 10:00 p.m., or in excess of 75 decibels between 10:00 p.m. and 10:00 a.m.

Code of Ordinances Chapter 19 – Special Events

Sound may be included as part of the “Any other information that the City deems necessary to consider the permit request including additional permits associated with the event (Health, Temporary structures/tents, etc.).” which can be requested by the City in the Special Events Permit application.

Round Rock

Code of Ordinance Chapter 14 – Environment, Article VIII – Noise

Day/Night Maximums:

- 55/50 residential areas
- 80/75 commercial and industrial areas

Regulations pertaining to outdoor music venues:

1. No sound can be created that can be heard more than 200 feet away at a level exceeding the zoning district's maximum noise level.
2. For outdoor live music venues that meet the following requirements:
 - a. Are located within 1,000 feet of IH-35 or SH-45; and
 - b. The front of the stage is a minimum of 2,500 feet from any residential use or hotel/motel/lodging uses as of the submittal date of the first city required development application.
3. Said outdoor live music venues are exempt from number 1 above during the hours set forth below:
 - a. From noon to 6:00 p.m. on weekdays for sound check(s);
 - b. From 6:00 p.m. to midnight on weekdays for sound check(s) and/or live performances;
 - c. From noon to midnight on Sunday for sound checks and/or live performances; and
 - d. From 10:00 a.m. to midnight on Saturday and federal holidays for sound checks and/or live performances.
4. Except for the exemption set forth above, said outdoor live music venues are subject to the other requirements of this article VIII, specifically including the requirements of Tables I and II of subsection 14-212(b).

Permits for louder music may be acquired in the MU-1 Mixed use zone to allow sound up to 80 decibels from 10:00 a.m. to 10:00 p.m. Sunday-Thursday and 60 decibels from 10:00 a.m. to 12:00 a.m. Friday and Saturday. Permits are \$50, are valid for one year, and may be revoked for three violations in one year.

Temporary noise exemption permits can be requested at least ten days in advance of the event for which the permit is required. The Chief of Police review the request and determines the maximum noise level and permit duration (up to 2 days).

Buda

The City uses a hybrid form-based code, so specific noise regulations based on use are limited.

Unified Development Code 14.04.003 Restrictions on decibel levels

Day/Night Maximums:

- 63/56 residential areas
- 70/63 commercial areas
- 80/65 industrial areas
- 80/65 other areas

A temporary permit may be requested for events or outdoor music venues. Limits similar to Georgetown's allowing no permit for sound on motor vehicles, for repeat violators, or for applicants who the city manager does not believe can control the sound level competently exist. Council will hear the permit requests for outdoor music venues.

Permits can grant an additional 10 decibels maximum unless the Council or city manager approve otherwise. Events may be granted a permit for their duration, but outdoor music venues can only be granted permits for a maximum of 30 days. Permits may be revoked for failure to comply with the terms of the permit or if any material misrepresentations were made on the application.

Taylor

The City uses a hybrid form-based code, so specific noise regulations based on use are limited.

Taylor Made Land Development Ordinance 5.9.4.2 NOISE.

- Sites shall be laid out and uses shall be operated to prevent noise from becoming a nuisance to adjacent properties.

Code of Ordinances Chapter 19 – Offenses – Miscellaneous Section 19-4 Noise generally

- No loudspeaker shall be operated between 11:00 p.m. and 7:00 a.m. Monday-Saturday, with hours extended from 7:00 a.m. to 1:00 p.m. on Sundays.
- The city manager or his designee or the city council shall be entitled to license celebratory, religious, civic or charitable events, celebrations or activities occurring during hours or on dates using, employing or causing noise otherwise prohibited by this section when such events, celebrations or activities are deemed in the best interest and of a benefit to the citizens of the city.

Hutto

The City uses a hybrid form-based code, so specific noise regulations based on use are limited.

Code of Ordinances Article 14.03 Noise

Day/Night Maximums:

- 85/70 in all areas, generally.

Special exception permits can be filed on a hardship basis with the Police Department through the City Manager's office.

Austin

Code of Ordinances Title 9 Prohibited Activities, Chapter 9-2 Noise and Amplified Sound

- Standard sound regulation hours are 10:30 p.m. to 7:00 a.m., where no sound from instruments or music can be made which is audible to adjacent businesses or residences.
- Sound equipment at a business cannot exceed 85 decibels between 10:00 a.m. and 2:00 a.m., and cannot produce sound audible at the property line from 2:00 a.m. to 10:00 a.m.
- Sound is limited to 75 decibels in residential areas from 10:00 p.m. and 10:00 a.m.

The use of sound equipment which is audible to the public requires a permit. Approvable hours for the permit vary based on the zoning of the requesting property and its neighbors.

Outdoor music permits are categorized separately. 85 decibels is the maximum allowed sound level in most areas, except where modified by zoning district-specific regulations. Restaurants are limited to 70 decibels maximum. Temporary permits are available for up to 3 days at a time. Permanent permits are granted for up to one year. Permits are reviewed and negotiated by the Music Office and are subject to a Good Neighbor Policy including standards for sound-mitigating design features, prescribed decibel levels and hours of operation, availability and use of decibel meters on site, contact information and hours of availability for an individual responsible for sound, location for display of permit, and any other elements required by the accountable official.

Sound regulations for events in City parks are subject to similar permitting processes. Generally, amplified sound is allowed at a maximum of 85 decibels between the hours of 10:00 a.m. and 10:00 p.m. Sound regulations for Private Parking Patios, similar to food truck parks or vending areas, limit sound to 70 decibels before 10:00 p.m.

Additional regulations are below.

Code of Ordinances Title 4 Business Regulation and Permit Requirements, Chapter 4-3
Amusement Park, Circus, Carnival, Archery, Range, or Shooting Facility

- Businesses under this category are subject to noise nuisance standards and not specific decibel levels.

Code of Ordinances Title 4, Chapter 4-20 Special Events

- Special Events may receive approval for sound amplification with extended hours as part of the Special Event Permit process. Permissible extended hours vary based on the location in the City.

A sound impact plan is required with any request for sound amplification, and in no circumstances may sound equipment cause sound exceeding 85 decibels.

Seguin

Code of Ordinances, Chapter 46 - Environment Article VIII – Noise

- It shall be unlawful between the hours of 10:00 p.m. and 7:00 a.m. to operate or permit the operation of any sound amplifying device at a commercial establishment or residence so that the sound is plainly audible at a distance of 100 or more feet outside the property line of the property on which the establishment or residence is located.
- General noise nuisance rules apply over the whole city.

A permit temporarily excepting a use from the above requirement can be applied for a \$50 fee and can be granted on a “no reasonable alternative” basis. The permit shall have conditions specified in it at the time of issuance.

Waco

Code of Ordinances Chapter 16 – Nuisances Article VII – Noise and Sound Level Regulation

Day/Night Maximums (for *receiving* properties; e.g. no sound can be made that causes a residential area to *receive* more than 80 decibels during the night):

- 85/80 residential areas
- 85/85 nonresidential areas

Sound permits for excessive sound are available under the same permit as for Sound Trucks in Chapter 13 Section 13-243. The terms appear to be entirely determined at the time of application.

Lockhart

Lockhart uses a nuisance standard, contained in chapter 18-27 of the Code of Ordinances, for noise originating on residential properties.

The following standards apply to commercial and industrial properties abutting residential properties.

- 55/50 commercial/industrial areas abutting residential areas
- 65/65 commercial/industrial areas abutting commercial areas
- 70/70 commercial/industrial areas abutting industrial areas

Additionally, “When noise contains strong pure tone components or is impulsive (when meter changes at ten decibels or more per second), the sound pressure level limit shall be five decibels less than the limits listed above, as measured at the applicable property line” (Section 64-198(c)(3)(b)).

Recommendation

Lockhart’s noise regulations for commercial and industrial properties are generally more restrictive than the regulations of comparable cities. The city does not have strong standards for noise originating from residential properties, or standards that apply by-district.

Noise-specific information could be added to the Specific Use Permit and Special Event Permit application forms to call attention to impacts and provide the opportunity for staff to assess and/or create conditions to permitting.

The City should develop noise standards applicable by-district in accordance with similar practices in other cities. Austin’s City Code allows amplified sound on residential property from 10 a.m. to 10 p.m. at a maximum of 75 decibels. Amplified sound may not be audible beyond the property line from 10 p.m. to 10 a.m. Lowering this standard and applying it to noise in general on residential properties would be a good step.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discussion and/or action authorizing agreements with Motorola Solutions, Inc. to extend the warranties for the Police Department's body-worn and in-car camera systems, and authorize the City Manager to execute the agreements.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: In 2022, the Lockhart Police Department purchased 29 Motorola body-worn cameras at a cost of \$85,260, funded through the Texas Governor's Grant Program for the purchase of body-worn cameras. The grant covered 75% of the cost, with a 25% City match. The purchase included a five-year warranty covering maintenance, repairs, and cloud-based support.

In 2023, the Department acquired 25 Motorola in-car camera systems at a cost of \$247,500, funded by the City over five years at \$49,500 per year. The purchase also included a five-year warranty covering maintenance, repairs, and cloud-based support.

Motorola Solutions, an authorized vendor under the Texas BuyBoard Cooperative Purchasing Cooperative, has provided proposals to extend both warranties for an additional three years beyond their original coverage terms, locking in current pricing and ensuring continued maintenance, software updates, and storage services under Motorola's Video-as-a-Service program.

- **Body-Worn Cameras:** The extended warranty totals \$72,036 (approximately \$24,012 per year) beginning January 15, 2028, immediately following expiration of the current warranty.
- **In-Car Cameras:** The extended warranty totals \$105,969 over three years, with annual costs of \$54,059 in 2028 and \$25,955 in 2029 and 2030. Coverage begins June 11, 2028.

Both agreements include maintenance, repairs, cloud storage support, and a body-camera refresh at year six (2028). These extensions will ensure reliability and operational readiness of both systems through 2031. If approved, future payments will be incorporated into the Police Department's annual operating budget beginning in FY 2027–28.

Staff recommends approval of the proposed Motorola extended warranty agreements and authorization for the City Manager to execute the agreements.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Approved purchase of body-worn cameras in 2022 and the purchase of in-car cameras in 2023.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the Motorola extended warranty agreements for the Police Department's body-worn and in-car camera systems and authorization for the City Manager to execute the agreements.

LIST OF SUPPORTING DOCUMENTS: QUOTE-3148266-1 Body-Worn Camera 3-Year Contract Extension, QUOTE-3148299-1M500 In-Car Camera 3-Year Contract Extension



LOCKHART POLICE DEPT, CITY OF

3 Year Contract Extension
05/30/2025

05/30/2025

LOCKHART POLICE DEPT, CITY OF
LOCKHART, CITY OF
P O BOX 239

LOCKHART, TX 78644

RE: Motorola Quote for 3 Year Contract Extension

Dear Daniel Williams ,

Motorola Solutions is pleased to present LOCKHART POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LOCKHART POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Anna DuVall at Anna.DuVall@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

QUOTE-3148266- 3 YR BWC Contract Extension

This Contract Extension would not go into effect until your current contract ends (01/15/2028)

At "Year 6" Another BWC Refresh would be sent to you

At "Year 6" Billing would resume with a locked-in price of today's rate

BWC Warranty/Software Enhancements

Pricing Summary on Page 5

Sincerely,

Anna DuVall

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Quote Date:05/30/2025
Expiration Date:06/27/2025
Quote Created By:
Anna DuVall
Anna.DuVall@
motorolasolutions.com

End Customer:
LOCKHART POLICE DEPT, CITY OF
Daniel Williams
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512-398-4401 ext 292

AGREEMENT: WG AGREEMENT

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	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-XYR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - VIDEO-AS-A-SERVICE	29	3 YEAR	\$2,484.00	\$2,484.00	\$72,036.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	29	3 YEAR	Included	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	29		Included	Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	29	3 YEAR	Included	Included	Included	
5	SWV07S03593A	BODY WORN CAMERA SOFTWARE ENHANCEMENTS	29	3 YEAR	Included	Included	Included	
6	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	25		Included	Included	Included	



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
7	WGA00669-KIT	V700 TEK-LOK BELT MNT WITH BWC BOX	4		Included	Included	Included	
Subtotal							\$72,036.00	
Total Discount Amount							\$0.00	
Grand Total						\$72,036.00(USD)		



Pricing Summary

	Sale Price
Year 6 Subscription	\$24,012.00
Year 7 Subscription Fee	\$24,012.00
Year 8 Subscription Fee	\$24,012.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$72,036.00

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- 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.



VIDEO-AS-A-SERVICE OVERVIEW

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



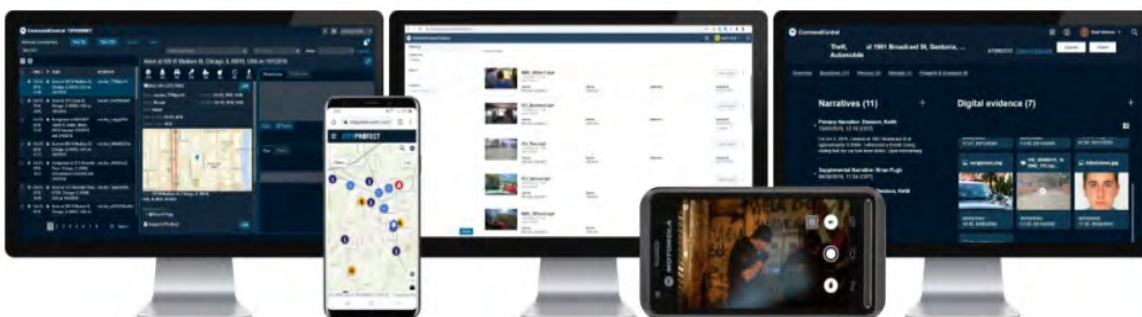
When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to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



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

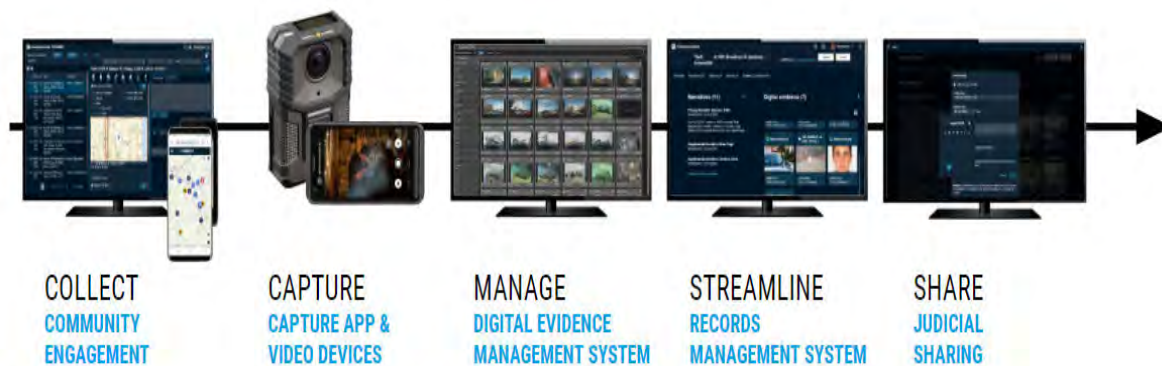
OVERVIEW

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



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

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

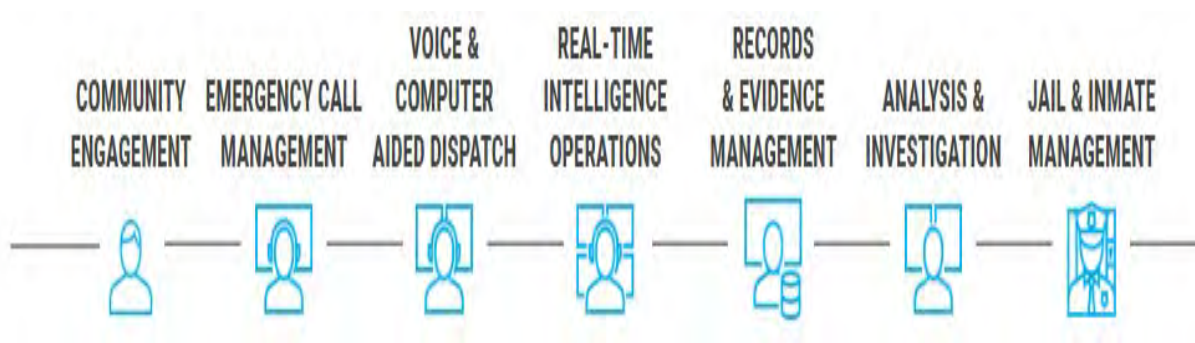


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THE COMMANDCENTRAL PLATFORM

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

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



The CommandCentral End-to-End Platform

Community Interaction Tools

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

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



AGENCY PAGE

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

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

PUBLIC SUBMISSIONS

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

DIGITAL EVIDENCE COLLECTION

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

CRIME MAP

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

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

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras



and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.

FIELD RESPONSE APPLICATION

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

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

RECORDS MANAGEMENT

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

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

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



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DIGITAL EVIDENCE MANAGEMENT

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

STORE AND MANAGE

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

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

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

INTERFACE SERVER REQUIREMENTS

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

- Access to Customer-Provided Internet.

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



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COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

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

AGENCY AND USER SETUP

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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



FIELD RESPONSE APPLICATION

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

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

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

Completion Criteria

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

THIRD-PARTY INTERFACES

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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



Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

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

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

TRAINING

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

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

Motorola Solutions Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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



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

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

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

Customer Responsibilities

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

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

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

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

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

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

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

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

Motorola Solutions Responsibilities

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



Customer Responsibilities

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

Completion Criteria

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



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. 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 in-car video 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. 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 Mobile Video offerings (i.e. in-car/body-worn cameras) 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 Mobile Video 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

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. 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.
- Conduct equipment inventory if 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 daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. 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 Services Team

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

Customer Project Roles and Responsibilities

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.



- Assume responsibility for all fees pertaining to licenses, 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.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. 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 provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

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

- 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.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- 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.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- 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

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.
- Determine 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 and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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

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 IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- 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).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- 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.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- 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.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. 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.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. 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 ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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.

- 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 ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV 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 vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

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. If a Motorola-certified installer is not used to install the ICV(s), 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 the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software 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

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

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.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management 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 digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system 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.



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) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education 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. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- 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.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- 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 Education 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):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





LOCKHART POLICE DEPT, CITY OF

M500 3 Year Contract Extension
05/30/2025

05/30/2025

LOCKHART POLICE DEPT, CITY OF
LOCKHART, CITY OF
P O BOX 239

LOCKHART, TX 78644

RE: Motorola Quote for M500 3 Year Contract Extension

Dear Daniel Williams ,

Motorola Solutions is pleased to present LOCKHART POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide LOCKHART POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Anna DuVall at Anna.DuVall@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

QUOTE-3148299- (8) M500 3 Year Contract Extension

- This Contract Extension would not go into effect until your current contract ends (6/11/2028)
- At "Year 6" Billing would resume with a locked-in price of today's rate
- Pricing Summary on Page 4
- Please note: extended warranty will not cover 3rd party components.

Sincerely,

Anna DuVall

Billing Address:
LOCKHART POLICE DEPT, CITY
OF
LOCKHART, CITY OF
P O BOX 239
LOCKHART, TX 78644
US

Quote Date:05/30/2025
Expiration Date:06/27/2025
Quote Created By:
Anna DuVall
Anna.DuVall@
motorolasolutions.com

End Customer:
LOCKHART POLICE DEPT, CITY OF
Daniel Williams
dwilliams@ps.lockhart-tx.org
512-398-4401 ext 292

AGREEMENT: WG AGREEMENT

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	Sale Price	Ext. Sale Price
	VideoManager EL or EX: Video Evidence Management						
1	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	29	3 YEAR	\$3,356.25	\$2,685.00	\$77,865.00
2	VB-400-SOLO-12MW	M500 3 YEAR EXTENDED WARRANTY (Sale price \$26 per month per device)	29		\$35.00	\$936.00	\$27,144.00
3	PSV07S04025A	IN CAR LICENSING/ WARRANTY EXTENSION*	1		\$1,200.00	\$960.00	\$960.00
Subtotal						\$99,546.25	
Total Discount Amount						-\$6,422.75	
Grand Total					\$105,969.00(USD)		



Pricing Summary

	Sale Price
Year 6 Subscription Fee	\$54,059.00
Year 7 Subscription Fee	\$25,955.00
Year 8 Subscription Fee	\$25,955.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)	\$105,969.00

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- 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.



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

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

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. 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 in-car video 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. 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 Mobile Video offerings (i.e. in-car/body-worn cameras) 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 Mobile Video 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

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. 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.
- Conduct equipment inventory if 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 daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. 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 Services Team

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

Customer Project Roles and Responsibilities

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.



- Assume responsibility for all fees pertaining to licenses, 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.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. 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 provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

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

- 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.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. 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.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

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 Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- 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.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- 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

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.
- Determine 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 and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

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

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 IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

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 vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- 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).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- 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.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- 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.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. 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.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. 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 ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV 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 ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV 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 vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

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. If a Motorola-certified installer is not used to install the ICV(s), 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 the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software 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

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

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.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management 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 digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system 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.



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) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education 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. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- 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.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

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

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- 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 Education 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):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discussion and/or action to reject all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: Eight (8) sealed bids were received on September 11, 2025, for the Animal Shelter Improvements Project, which includes construction of two (2) new 3,000-square-foot pre-engineered metal outdoor kennel sheds with metal canopy panel roofs and related sitework, including approximately 52 square yards of concrete sidewalk.

Additive alternates included:

- **Alternate No. 1:** Remodeling of the existing kennel building;
- **Alternate No. 2:** 1,200-square-foot expansion of the existing pre-engineered kennel building and covered sally port; and
- **Alternate No. 3:** Installation of 1,000 square feet of synthetic grass between the new sheds.

Bids ranged from \$913,661.00 to \$2,700,225.00. The apparent low bidder, 304 Construction, LLC, formally withdrew its bid shortly after bid opening due to an omission of a required project component that was not accounted for in its pricing.

Following a detailed review by the City's consulting engineer (TRC Companies) and project architect (Connolly Architects & Consultants), it was determined that the remaining bids exceeded the available project funding. TRC has recommended that City Council consider rejecting all bids and authorizing staff to rebid the project to achieve a more competitive pricing outcome and alignment with available funds.

The Animal Shelter Advisory Board reviewed the bid results and was in alignment with the recommendation to rebid the project, focusing on the **additive alternates only**, including the kennel building remodel and related facility enhancements.

Funding for the Animal Shelter Improvements Project totals \$650,000, provided through the City's American Rescue Plan Act (ARPA) allocation.

PROJECT SCHEDULE (if applicable):

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends City Council consider rejection of all bids received for the Animal Shelter Improvements Project and authorize staff to rebid the project.

LIST OF SUPPORTING DOCUMENTS: TRC - Letter Recommending Rejecting Bids, Bid Tab
- Animal Shelter Improvements



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

October 9, 2025

Mr. Joseph Resendez, City Manager
City of Lockhart
308 W. San Antonio St.
Lockhart, TX 78644

**RE: Animal Shelter Improvements
Notification of Bids Rejection**

Dear Mr. Resendez:

Eight (8) sealed bids were received at Lockhart City Hall on September 11, 2025, at 11:00 AM for the above-referenced project. The base bids ranged from \$913,661.00 from 304 Construction, LLC to \$2,700,225.00 from Trimbuilt Construction, Inc. The bid also included additive alternate bid items to remodel the existing kennel building, kennel building expansion, and for the installation of synthetic grass. The bidder, 304 Construction, LLC, formally withdrew its bid on September 11, 2025, shortly after bid opening.

After thorough review of the bids submitted for the above-referenced project it has been determined that the current submissions exceed the allocated funding for the project. It is recommended to reject bids and initiate a rebid process to ensure the best possible outcome for this project.

If you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel". The signature is fluid and cursive, with the first name "William" and last name "Wachel" clearly visible.

William Wachel, P.E.
Regional Vice President
Central Region

CC. Gary Williamson-City of Lockhart
Larry Connolly - Connolly Architects & Consultants



				G Creek , Inc. PO Box 163764 Austin, TX 78716		Jerdon Enterprise 13403 Redfish Lane Stafford, TX 77477		Synergy Commercial Construction 114 Halmar Cove Georgetown, TX 78628		HCS, Inc. 365 Wayside Dr. Waco, TX 76705	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
P.1	Performance & Payment Bonds	1	LS	\$35,400.00	\$35,400.00	\$29,000.00	\$29,000.00	\$18,733.00	\$18,733.00	\$60,724.00	\$60,724.00
P.2	Mobilization/Demobilization	1	LS	\$65,000.00	\$65,000.00	\$193,000.00	\$193,000.00	\$20,000.00	\$20,000.00	\$155,000.00	\$155,000.00
P.3	Two (2) Pre-Engineered Metal Building	1	LS	\$1,118,579.82	\$1,118,579.82	\$1,099,944.00	\$1,099,944.00	\$1,295,923.61	\$1,295,923.61	\$1,425,733.00	\$1,425,733.00
P.4	1.5" Water Service Line	268	LF	\$120.00	\$32,160.00	\$38.00	\$10,184.00	\$55.00	\$14,740.00	\$45.00	\$12,060.00
P.5	WET 3" Water Main Connection	2	EA	\$5,400.00	\$10,800.00	\$5,800.00	\$11,600.00	\$2,500.00	\$5,000.00	\$7,500.00	\$15,000.00
P.6	Resilient Seat Gate Valves	4	EA	\$3,000.00	\$12,000.00	\$1,740.00	\$6,960.00	\$1,750.00	\$7,000.00	\$800.00	\$3,200.00
P.7	OSHA	497	LF	\$2.40	\$1,192.80	\$17.00	\$8,449.00	\$28.00	\$13,916.00	\$4.50	\$2,236.50
P.8	4" Sewer Main	50	LF	\$180.00	\$9,000.00	\$45.00	\$2,250.00	\$200.00	\$10,000.00	\$60.00	\$3,000.00
P.9	6" Sewer Main	179	LF	\$180.00	\$32,220.00	\$50.00	\$8,950.00	\$85.00	\$15,215.00	\$75.00	\$13,425.00
P.10	Sanitary Sewer Main Connection to Manhole	1	EA	\$14,400.00	\$14,400.00	\$4,400.00	\$4,400.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00
P.11	Sanitary Sewer Main Connection	2	EA	\$1,320.00	\$2,640.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00
P.12	Cleanouts	5	EA	\$1,320.00	\$6,600.00	\$2,350.00	\$11,750.00	\$3,500.00	\$17,500.00	\$500.00	\$2,500.00
P.13	Excavation/Earthwork Construct Site	1,569	SY	\$21.00	\$32,958.45	\$23.00	\$36,097.35	\$29.00	\$45,514.05	\$27.00	\$42,375.15
P.14	4" thick Concrete Sidewalk	52	SY	\$72.00	\$3,744.00	\$110.00	\$5,720.00	\$154.00	\$8,008.00	\$215.00	\$11,180.00
P.15	Repair Asphalt Pavement	26	SY	\$129.54	\$3,368.04	\$212.00	\$5,512.00	\$480.00	\$12,480.00	\$325.00	\$8,450.00
P.16	Repair Concrete Pavement	23	SY	\$120.00	\$2,760.00	\$261.00	\$6,003.00	\$152.00	\$3,496.00	\$185.00	\$4,255.00
P.17	Remove/Dispose existing Concrete Sidewalk/Curbing	10	SY	\$132.00	\$1,320.00	\$42.00	\$420.00	\$250.00	\$2,500.00	\$750.00	\$7,500.00
P.18	Temporary construction entrance	1	EA	\$2,160.00	\$2,160.00	\$4,060.00	\$4,060.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
P.19	Rock Rip Rap	4	SY	\$960.00	\$3,840.00	\$262.00	\$1,048.00	\$875.00	\$3,500.00	\$750.00	\$3,000.00
P.20	Seeding (disturbed areas)	1,271	SY	\$6.42	\$8,159.82	\$2.75	\$3,495.25	\$6.75	\$8,579.25	\$2.15	\$2,732.65
P.21	Silt Fence	493	LF	\$4.56	\$2,248.08	\$4.00	\$1,972.00	\$7.00	\$3,451.00	\$4.75	\$2,341.75
P.22	Stormwater Pollution Prevention Plan	1	LS	\$2,160.00	\$2,160.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00
TOTAL BASE BID				\$1,402,711.01		\$1,462,614.60		\$1,524,555.91		\$1,788,213.05	
Alternative Bid Items											
Item	Item Description	Est. Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A.1	Remodel Kennel Building	1	LS	\$226,287.42	\$226,287.42	\$209,386.00	\$209,386.00	\$220,428.00	\$220,428.00	\$156,624.00	\$156,624.00
A.2	Kennel Building Expansion	1	LS	\$430,720.06	\$430,720.06	\$237,250.00	\$237,250.00	\$290,053.00	\$290,053.00	\$475,488.00	\$475,488.00
A.3	Install Synthetic Grass	1000	SF	\$37.20	\$37,200.00	\$8.00	\$8,000.00	\$15.29	\$15,290.00	\$24.50	\$24,500.00
TOTAL ALTERNATIVES BID				\$694,207.48		\$454,636.00		\$525,771.00		\$656,612.00	
TOTAL BASE BID with ALTERNATIVES				\$2,096,918.49		\$1,917,250.60		\$2,050,326.91		\$2,444,825.05	

*Contractor's Bid was formally withdrawn.



				Northstar Elite Construction & Consulting, LLC		Myers Concrete		Trimbuilt Construction, Inc.		304 Construction, LLC*	
				8603 HWY 281 N. Unit 200 Spring Branch, TX 78070		2301 FM 3237 Wimberley, TX 78676		PO Box 80169 Austin, TX 78708-0169		1083 FM 812 Cedar Creek, TX 78612	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
P.1	Performance & Payment Bonds	1	LS	\$22,630.00	\$22,630.00	\$24,290.00	\$24,290.00	\$53,685.50	\$53,685.50	\$30,000.00	\$30,000.00
P.2	Mobilization/Demobilization	1	LS	\$214,396.00	\$214,396.00	\$318,960.00	\$318,960.00	\$21,206.00	\$21,206.00	\$30,000.00	\$30,000.00
P.3	Two (2) Pre-Engineered Metal Building	1	LS	\$1,299,775.00	\$1,299,775.00	\$1,704,261.00	\$1,704,261.00	\$1,887,327.35	\$1,887,327.35	\$750,000.00	\$750,000.00
P.4	1.5” Water Service Line	268	LF	\$48.51	\$13,000.68	\$54.00	\$14,472.00	\$650.00	\$174,200.00	\$40.00	\$10,720.00
P.5	WET 3” Water Main Connection	2	EA	\$742.50	\$1,485.00	\$6,220.00	\$12,440.00	\$16,900.00	\$33,800.00	\$3,000.00	\$6,000.00
P.6	Resilient Seat Gate Valves	4	EA	\$624.50	\$2,498.00	\$413.00	\$1,652.00	\$13,500.00	\$54,000.00	\$1,000.00	\$4,000.00
P.7	OSHA	497	LF	\$8.04	\$3,995.88	\$58.00	\$28,826.00	\$105.00	\$52,185.00	\$4.50	\$2,236.50
P.8	4” Sewer Main	50	LF	\$85.00	\$4,250.00	\$250.00	\$12,500.00	\$395.00	\$19,750.00	\$50.00	\$2,500.00
P.9	6” Sewer Main	179	LF	\$69.41	\$12,424.39	\$327.00	\$58,533.00	\$320.00	\$57,280.00	\$50.00	\$8,950.00
P.10	Sanitary Sewer Main Connection to Manhole	1	EA	\$1,495.00	\$1,495.00	\$3,395.00	\$3,395.00	\$16,000.00	\$16,000.00	\$6,000.00	\$6,000.00
P.11	Sanitary Sewer Main Connection	2	EA	\$1,562.50	\$3,125.00	\$4,544.00	\$9,088.00	\$16,000.00	\$32,000.00	\$1,000.00	\$2,000.00
P.12	Cleanouts	5	EA	\$1,357.00	\$6,785.00	\$2,118.00	\$10,590.00	\$7,500.00	\$37,500.00	\$1,000.00	\$5,000.00
P.13	Excavation/Earthwork Construct Site	1,569	SY	\$65.63	\$103,003.00	\$67.00	\$105,153.15	\$67.00	\$105,153.15	\$10.00	\$15,694.50
P.14	4” thick Concrete Sidewalk	52	SY	\$115.00	\$5,980.00	\$123.00	\$6,396.00	\$195.00	\$10,140.00	\$100.00	\$5,200.00
P.15	Repair Asphalt Pavement	26	SY	\$60.00	\$1,560.00	\$194.00	\$5,044.00	\$276.00	\$7,176.00	\$450.00	\$11,700.00
P.16	Repair Concrete Pavement	23	SY	\$200.00	\$4,600.00	\$383.00	\$8,809.00	\$235.00	\$5,405.00	\$175.00	\$4,025.00
P.17	Remove/Dispose existing Concrete Sidewalk/Curbing	10	SY	\$30.00	\$300.00	\$252.00	\$2,520.00	\$450.00	\$4,500.00	\$30.00	\$300.00
P.18	Temporary construction entrance	1	EA	\$1,500.00	\$1,500.00	\$6,344.00	\$6,344.00	\$13,500.00	\$13,500.00	\$4,000.00	\$4,000.00
P.19	Rock Rip Rap	4	SY	\$65.00	\$260.00	\$696.00	\$2,784.00	\$3,500.00	\$14,000.00	\$200.00	\$800.00
P.20	Seeding (disturbed areas)	1,271	SY	\$1.79	\$2,275.09	\$6.00	\$7,626.00	\$29.00	\$36,859.00	\$4.00	\$5,084.00
P.21	Silt Fence	493	LF	\$3.00	\$1,479.00	\$13.00	\$6,409.00	\$106.00	\$52,258.00	\$7.00	\$3,451.00
P.22	Stormwater Pollution Prevention Plan	1	LS	\$1,200.00	\$1,200.00	\$6,414.00	\$6,414.00	\$12,300.00	\$12,300.00	\$6,000.00	\$6,000.00
TOTAL BASE BID				\$1,708,017.04		\$2,356,506.15		\$2,700,225.00		\$913,661.00	
Alternative Bid Items											
Item	Item Description	Est. Qty	Unit	Unit Price	Total					Unit Price	Total
A.1	Remodel Kennel Building	1	LS	\$183,403.00	\$183,403.00	\$220,162.00	\$220,162.00	\$255,014.00	\$255,014.00	\$75,000.00	\$75,000.00
A.2	Kennel Building Expansion	1	LS	\$359,400.00	\$359,400.00	\$376,162.00	\$376,162.00	\$412,337.00	\$412,337.00	\$200,000.00	\$200,000.00
A.3	Install Synthetic Grass	1000	SF	\$12.00	\$12,000.00	\$23.00	\$23,000.00	\$40.01	\$40,010.00	\$10.00	\$10,000.00
TOTAL ALTERNATIVES BID				\$554,803.00		\$619,324.00		\$707,361.00		\$285,000.00	
TOTAL BASE BID with ALTERNATIVES				\$2,262,820.04		\$2,975,830.15		\$3,407,586.00		\$1,198,661.00	

*Contractor's Bid was formally withdrawn.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: October 21, 2025

AGENDA ITEM CAPTION: Discussion and/or action regarding Resolution No. 2025-35 authorizing an Economic Development Incentive Agreement with Sensei AG Holdings, Inc.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Sensei AG Holdings, Inc. (Sensei Farms) is an agricultural innovation company that integrates technology with sustainable farming practices to produce fresh fruits and vegetables year-round. Founded in 2018, the company operates advanced greenhouse facilities in Lanai, Hawaii, and Ontario, Canada, supplying regional markets across North America.

In September 2025, Sensei acquired a 25-acre site at 1205 Reed Drive in Lockhart, formerly owned by Evergen Equity LLC and previously occupied by Iron Ox. The site includes a 283,000-square-foot greenhouse and related infrastructure. The company plans to invest approximately \$40 million to retrofit and expand the facility for advanced controlled-environment agriculture operations. The site was most recently appraised at \$7.7 million.

Under the proposed Economic Development Incentive Agreement, approved by the Lockhart Economic Development Corporation (LEDC), the company will be eligible for a property tax rebate not to exceed \$2 million over ten years, contingent upon performance benchmarks that include creating at least 15 full-time jobs with an annual payroll of \$2 million.

The project will promote long-term investment, job creation, and expansion of the City's tax base consistent with Chapters 380, 501, and 505 of the Texas Local Government Code.

PROJECT SCHEDULE (if applicable): Retrofit work will begin immediately, with Hill Country Foodworks continuing as a tenant through November 2025. Full occupancy of the facility is anticipated by mid-2026.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Resolution No. 2025-35 authorizing the City Manager to execute the Economic Development Incentive Agreement with Sensei AG Holdings, Inc.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution No 2025-35 Sensai, Resolution No. 2025-21 Sensai AG - with Agreement, .

RESOLUTION NO. 2025-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH SENSEI AG HOLDINGS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Constitution and Chapters 380, 501, and 505 of the Texas Local Government Code, among other statutory grants of authority, the City of Lockhart, Texas (the “City”) has certain governmental powers that enable it to take affirmative and effective action to stimulate such growth; and

WHEREAS, the attraction of long-term investment and the establishment of new jobs in the City would enhance the economic base of the City in conformity with Chapters 380, 501 and 505, as applicable, of the Texas Local Government Code; and

WHEREAS, Sensei Ag Holdings, Inc., a Delaware Corporation (“Company”), proposes to own and operate a 49,000 square-foot warehouse facility and approximately 283,625 square feet of greenhouse space with a total capital investment of approximately \$40,000,000 at 1205 Reed Street, Lockhart, Texas; and

WHEREAS, the Company proposes to create at least fifteen (15) full-time jobs with a minimum annual payroll of \$2,000,000; and

WHEREAS, the Lockhart Economic Development Corporation (the “LEDC”) has approved an Economic Development Incentive Agreement (“Agreement”) providing a property tax rebate not to exceed \$2,000,000 over a ten (10) year term, in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the City Council finds that the project will promote local economic development, stimulate business and commercial activity, create employment opportunities, and increase the City’s tax base; and

WHEREAS, the City Council further finds that approval of the Agreement is consistent with the purposes of the LEDC and in the best interest of the citizens of Lockhart.

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

1. The City Council hereby approves the Economic Development Incentive Agreement between the Lockhart Economic Development Corporation and Sensei Ag Holdings, Inc., attached hereto as *Exhibit A* and incorporated herein for all purposes.

2. The City Manager is authorized to execute the Agreement on behalf of the City and to take such other actions as are necessary to carry out the intent of this Resolution.
3. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of October 2025.

CITY OF LOCKHART

Lew White, Mayor

Attest:

Approved as to Form:

Julie Bowermon, Secretary

Brad Bullock, Attorney

RESOLUTION NO. 2025-21

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT WITH SENSEI AG, AUTHORIZING THE CHAIRMAN TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”), a Type B economic development corporation created pursuant to the Development Corporation Act, is authorized to provide economic development incentives in accordance with Chapters 501 and 505, Texas Local Government Code; and

WHEREAS, Sensei Ag Holdings, Inc., a Delaware Corporation, (“Company”) proposes to own and operate a 49,000 square foot warehouse facility and approximately 283,625 square feet of greenhouse space with a capital investment of approximately \$40,000,000 at 1205 Reed Street, Lockhart, Texas; and

WHEREAS, the Company proposes to create at least 15 full-time employees with a minimum annual payroll of \$2,000,000; and

WHEREAS, LEDC desires to provide incentives to the Company through a Property Tax Rebate not to exceed \$2,000,000 over a ten (10) year term, in accordance with the terms set forth in the Economic Development Incentive Agreement (“Agreement”); and

WHEREAS, the location of the Company will contribute to the economic growth of the City of Lockhart by creating jobs, stimulating investment, and increasing the tax base; and

WHEREAS, the LEDC Board of Directors finds that approving the Agreement is consistent with the Corporation’s purpose and in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

1. The Board of Directors hereby approves the Economic Development Incentive Agreement with Sensei Ag Holdings, Inc., attached hereto as *Exhibit A*.
2. The Chairman of the LEDC or designee is authorized to execute the Agreement on behalf of the Corporation, with such revisions as may be approved by legal counsel.
3. This Resolution shall be effective immediately upon its passage and approval.

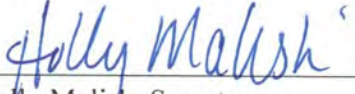
SIGNATURE PAGE TO FOLLOW

PASSED AND APPROVED this 13th day of October, 2025.

LOCKHART EDC


Alan Fielder, Chairman

Attest:


Holly Malish, Secretary

Approved as to Form:

Brad Bullock, Attorney

EXHIBIT A

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Sensei Ag Holdings, Inc.

This Economic Development Incentive Agreement ("Agreement") is entered into by and between the Lockhart Economic Development Corporation, a Type-B economic development corporation (hereinafter called "LEDC") and Sensei Ag Holdings, Inc., a Delaware corporation, (hereinafter called "Company") otherwise known as the "Parties" to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq, Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires an incentive agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Company desires to own and operate at a forty-nine thousand (49,000 sf) square feet warehouse facility along with a two hundred thirty-three thousand six hundred twenty-five (233,625) square feet of greenhouse space with FIFTY ONE MILLION DOLLARS (\$51,000,000) in new capital investment that is located at 1205 Reed Drive, Lockhart TX 78644; and

WHEREAS, Company intends to add fifteen (15) new full-time employees (FTE) phased in through Year Four of the Performance Period, with an aggregate annual payroll for such new FTE's of not less than \$2,000,000 from Year Four onward during the Term; and

WHEREAS, LEDC intends to provide a property tax rebate to begin once Company obtains a Certificate of Occupancy, commencement of operations, and hiring of new full-time employees; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Lockhart (the "City") by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased

development, increased real property value and tax revalue for the City, and will have both a direct and indirect positive overall improvement and stimulus in the local and state economy;

WHEREAS, the LEDC desires to offer incentives to Company to enable Company to increase tangible business personal property and workforce pursuant to this Agreement in substantial conformity with Lockhart 2023 Targeted Business Strategy Refresh Plan and the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings; if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE 1 RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The LEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the LEDC. The LEDC acknowledges that the Company is acting in reliance upon the LEDC's performance of its obligations under this Agreement in making the decision to commit substantial money to the establishment of the Project, hereinafter established.
2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter

established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Company and the LEDC for the Property Tax Rebate grant to assist with costs associated with the Project and specifically state covenants, representations of the Parties, and the incentives associated with Company's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the LEDC and the Company as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Company may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the LEDC unless an alternative penalty or remedy is provided for herein.
4. Administration of Agreement. Upon the Effective Date, the LEDC delegates the administration and oversight of this Agreement to the Executive Director of the LEDC. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the LEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as by common and ordinary usage.

"Ad Valorem Tax Base Line" means the final approved taxable value of the unimproved Property by the Caldwell Appraisal District for the year prior *to* improvements completed from which all increases in the Total Taxable Assessed Value shall be measured.

"Ad Valorem Tax Effective Date" means the first January 1 following the later of (a) issuance of the Certificate of Occupancy for the Project and (b) commencement of operations, but in no event later than January 1, 2027.

"Ad Valorem Tax Revenues" means the amount of real and personal property taxes actually received by the City from the levy of such taxes on the Property, including any improvements and personal property, with the exclusion of inventory, located on the Property, but only to the extent that the total of such Ad Valorem Tax Revenues for any given year during the Term hereof exceed the Ad Valorem Tax Base Line.

"Annual Payroll" shall mean the total wages paid, exclusive of employee benefits, to Fulltime Employees at the Lockhart Facility.

"Bankruptcy" shall mean the dissolution or termination of a Party's existence as a going business, insolvency, appointment of receiver for any party of such Party's property and such

appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

"Calendar Year" shall mean the period from January 1 to December 31.

"Certificate of Occupancy" shall mean the signed certificate issued by City of Lockhart Permit Inspections Division permitting the Company the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

"Default" shall mean failure by any Party to timely and substantially comply with the performance requirements set forth in Article IV, duty, or covenant if uncured within sixty (60) days of receiving written notice from any other Party.

"Effective Date" shall be the date of the last signature authorizing this agreement.

"Expiration Date" shall mean December 31, 2034.

"Facility" shall mean the property and improvements within the 24.58-acre property located 1205 Reed Drive, St. Lockhart Texas, 78644.

"Force Majeure" shall mean that neither party shall be liable for any failure or delay in performance under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, war, terrorism, riots, civil commotion, governmental actions or orders, epidemics or pandemics, labor disputes (including strikes, lockouts, or slowdowns), supply chain disruptions, material shortages, utility or telecommunications failures, cyberattacks, fires, explosions, or floods. The affected Party shall promptly notify the other Party in writing of the occurrence of such an event, shall use commercially reasonable efforts to mitigate its impact, and shall resume performance as soon as reasonably practicable. Obligations excused by force majeure shall be suspended only for the duration of the event.

"Full-time employee" or "FTE" shall mean: (1) an employee with a regular work schedule of at least 40 hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and (2) is entitled to at least the customary employer-sponsored employee benefits package afforded by the Company to its similarly situated employees at other locations.

"Project" shall mean the retention and creation of at least 15 new full-time employees, occupy a 49,000 square-foot warehouse facility and a 233,625 square-foot greenhouse space with new capital investment of at least \$51,000,000 in the warehouse facility and greenhouse space.

"Property Tax Rebate" shall mean a rebate on new real and tangible personal property taxes.

"State of Texas" shall mean the Office of the Texas Comptroller, or its successor.

"Tangible Personal Property" shall mean real property improvements, excluding the building and land, and all tangible personal property, equipment, machinery, and fixtures owned or leased by Company that is added to the Project to the execution of this Agreement and is accounted on the tax rolls by the Caldwell County Appraisal District.

ARTICLE IV ECONOMIC DEVELOPMENT TERMS AND CONDITIONS

1. Property Tax Rebate. The Parties to this Agreement intend that if Company commences development of the Project and otherwise complies with the terms of this Agreement, the LEDC shall grant to Company a percentage of City ad valorem taxes paid, not to exceed TWO MILLION DOLLARS AND NO/100 (\$2,000,000) and described herein for a period of ten (10) years or until this agreement has terminated by its own terms, whichever is sooner, as described below.
2. This Agreement will become enforceable upon the Effective Date and will terminate on the tenth (10th) anniversary of the Ad Valorem Tax Effective Date (the "Term"); provided however, that in recognition of the fact that rebate payments are, by necessity, calculated and paid after the relevant taxes have been levied by and paid to the City and, therefore, will always be paid in arrears, the term of this Agreement will be deemed extended until any rebate payments relating to Ad Valorem Tax Revenues attributable to the specified Term of the Agreement have been paid by the LEDC to the Company.

Performance Table

Period Ending Dec 31	Full-Time Employees	Total Payroll	Minimum Tangible Personal Property	Rebate %	Certification Date
Year 1 - 2026	04	\$600,000	\$40,000,000	100%	15-APR-27
Year 2 - 2027	10	\$1,500,000	\$40,000,000	100%	15-APR-28
Year 3 - 2028	15	\$2,000,000	\$40,000,000	100%	15-APR-29
Year 4 - 2029	15	\$2,000,000	\$40,000,000	100%	15-APR-30
Year 5 - 2030	15	\$2,000,000	\$40,000,000	75%	15-APR-31
Year 6 - 2031	15	\$2,000,000	\$40,000,000	75%	15-APR-32
Year 7 - 2032	15	\$2,000,000	\$40,000,000	75%	15-APR-33
Year 8 - 2033	15	\$2,000,000	\$40,000,000	55%	15-APR-34
Year 9 - 2034	15	\$2,000,000	\$40,000,000	55%	15-APR-35

2. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds to the LEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3. Confidentiality. The LEDC, to the extent allowed by law, shall keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information pursuant to the Texas Public Information Act, LEDC shall promptly notify Company, and will not disclose the information unless required to do so by the Attorney General of Texas under the provisions of the applicable statutes. No press release, public announcement, social-media post, or other publicity referencing this Agreement, the Project, Company, or Company's founders/owners shall be made by LEDC without Company's prior written consent, except as required by law or open-meetings requirements.

4. Conditions Precedent. The obligation of the LEDC to pay funds in the form of a Property Tax Rebate grant shall be conditioned upon Company successfully obtaining a Certificate of Occupancy, commencement of operations, and hiring of new full-time employees and the continued compliance with and satisfaction of each of the conditions set forth in this Agreement as reflected in the Performance Table above.

5. Annual Report. The Company shall submit an Annual Report (an "Annual Report") for the preceding Calendar Year to the Executive Director of the LEDC each year not

later than April 15th each year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit "A" to this Agreement and include reasonable supporting documentation, which may consist of (i) a CPA attestation, (ii) on-site inspection of payroll and headcount records, or (iii) a redacted copy of IRS Form 941; provided that employee-level data need not be provided off-site. The first Annual Report will be due April 15, 2027.

ARTICLE V COVENANTS AND DUTIES

1. Company's Covenants and Duties. Company makes the covenants and warranties to the LEDC and agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Company.

(a) Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any time of this Agreement and shall timely and fully comply with all of the terms and conditions of this Agreement to commence and complete the Project in accordance with the Agreement.

(b) The execution of this Agreement has been duly authorized by Company's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the Company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Company's by-laws, or of any agreement or instrument to which Company is a party to or by which it may be bound.

(c) Company is not a party to any Bankruptcy proceedings currently pending or contemplated, and Company has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Company has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Company agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility and shall be responsible for paying, or causing to be paid, to the City and all other

governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(f) Company shall cooperate with the LEDC in providing all necessary information and documentation to assist the LEDC in its determination that Company is in compliance with this Agreement.

(g) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a, Company shall be in Default and subject to the remedies set forth in this Agreement. Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which a Property Tax Rebate grant provided herein will be used.

(h) Maintain and prepare financial statements in accordance with generally accepted accounting principles in the United States of America as established by the Financial Accounting Standards Board and permit LEDC to visit, examine, audit, inspect, and verify compliance of records reasonably necessary to confirm aggregate FTE, total payroll, and taxable TPP, or by reliance on a CPA attestation at mutually agreed upon times (provided, LEDC shall pay the reasonable fees and disbursements of any accountants or other agents of LEDC, selected by LEDC, for the foregoing purposes). Unless written notice of another location is given to LEDC, Company's books and records will be located at 1205 Reed Drive, Lockhart, Caldwell County, Texas 78644.

(i) Grant LEDC the right to review audited year-end financial statements to include balance sheet, operating statement and surplus reconciliation, together with an officer's certificate of compliance with this Agreement including computations of all quantitative covenants, as well as un-audited, interim financial statements, and promptly provide LEDC with such additional information, reports, or statements respecting its business operations and financial condition as LEDC may reasonably request in the event any performance objectives are not met as reported in the Annual Reports as required in Article IV, Section 5.

(j) Grant LEDC the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Company as a result of the assistance provided hereunder, the number of hours each employee worked during the previous 12 months, and the cumulative payroll for Company's Lockhart operation.

2. LEDC's Covenants and Duties. The LEDC is obligated to pay Company an amount not to exceed TWO MILLION DOLLARS AND NO/100 (\$2,000,000) as a property tax rebate as set forth in Article IV.

3. Substantial Compliance and Default. Failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within thirty (30) days of receiving written notice from any other Party or such longer period as reasonably necessary if the default cannot be cured within thirty (30) days and the defaulting party has commenced cure efforts in good faith . Failure of Company to timely and substantially cure a default will give the LEDC the right to terminate this Agreement, as reasonably determined by the Board of Directors of the LEDC.

4. Recapture. In the event of Default by the Company, the LEDC shall, as a remedy for Default hereunder, after providing Company notice and an opportunity to cure, have the right to recapture a pro-rated portion of all Property Tax Rebate Grants amounts paid under this Agreement (as applicable, the "Recaptured Amount") based on the percentage of underperformance relative to the Performance Table (e.g., if FTE targets are met at 90%, LEDC may recapture 10%). The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the LEDC of such Default (the "Payment Date") provided said Default was not cured. In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

ARTICLE VI TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date as defined in Article III; or
- (c) Default by Company (at the option of the LEDC).

ARTICLE VII DISPUTE RESOLUTION

1. In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement, the parties shall attempt in good faith to resolve the same by good faith mediation before a mediator mutually agreed to by the parties.

2. In the event that the claim or controversy is not settled by mediation or any other alternative dispute resolution method agreed to by the parties, either party may file suit in a court of competent jurisdiction sitting in the State of Texas.

ARTICLE VIII MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the LEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the LEDC, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City and commencing operations at the Facility under the terms of this Agreement.

2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

3. Representations and Warranties. The LEDC represents and warrants to Company that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the LEDC that it has the requisite authority to enter into this Agreement.

4. Assignment. Company shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the LEDC which shall not be unreasonably withheld, provided the assignee assumes all obligations in writing and provides financial security if requested. Any assignment provided herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Company of any liability to the LEDC including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The LEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such addresses provided by the parties in writing hereafter:

If intended for LEDC: Lockhart Economic Development Corporation

Attention: Executive Dir. of Economic Development
215 E Market Street
Lockhart, TX 78644

With a Copy To: Messer Fort
Attention: Bradford E. Bullock
4201 W. Parmer Lane
Ste C-150
Austin, TX 78644

If to the Company: Sensei Ag Holdings, Inc.
Attention: Theuns Roux
1205 Reed Drive
Lockhart, TX 78644

Any Party may designate a different address at any time upon written notice to other Parties.

7. Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Caldwell County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

8. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the LEDC.

9. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement.

10. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the LEDC.

12. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

13. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

14. Indemnification. ***COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE LEDC, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY"), HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR LESSEES, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE LEDC AGAINST CLAIMS CAUSED BY AN INDEMNIFIED PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE LEDC INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND AN INDEMNIFIED PARTY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

Signatures to follow.

The undersigned parties have executed this Agreement on the dates indicated below.

SENSEI AG HOLDINGS, INC.

a Delaware corporation

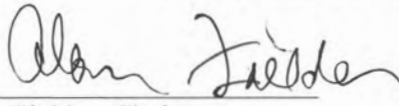
By: _____

Theuns Roux, (Title)

Date: _____

LOCKHART ECONOMIC DEVELOPMENT CORPORATION,

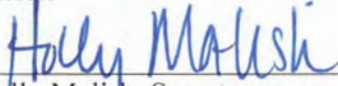
a Type B Economic Development Corporation

By:  _____

Alan Fielder, Chairman

Date: _____

Attest:



Holly Malish, Secretary

Approved as to Form:

Brad Bullock, Attorney

Annual Certification Report

Reporting Period: January 1 to December 31, 20____

The Annual Certification Report for the Economic Development Performance Agreement between the City of Lockhart Economic Development Corporation and _____ is due on March 3, ____.

Please sign and return the Annual Certification Report form with accompanying narrative and IRS Form 941.

I. PROJECT INFORMATION

Company Legal Name: _____
Address (subject to incentive): _____
Company Primary Contact: _____ Title: _____
Phone: _____ Email: _____

II. REPORTING INFORMATION

Employment and Wage Information:

What is the total number of Full-Time Employees located at the Facility during the calendar year? _____

What is the current average wage at your facility? _____

What is the total Annual Payroll for the Lockhart Facility during the calendar year? _____

Investment Information:

What is the Company's Personal Property value for the reporting period? _____

Narrative: Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Number of Full-Time Employees added in past year: _____

Number of employees that live in Lockhart, Texas: _____

Number of employees that live in Caldwell County, TX: _____

Interested in being contacted about workforce training opportunities? _____ Yes _____ No

Interested in being contacted for assistance with City permits? _____ Yes _____ No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of the Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and _____remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the LEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of _____.

Name of Certifying Officer: _____ Certifying Officer's Title: _____

Phone Number: _____ E-Mail Address: _____

Signature of Certifying Officer: _____ Date: _____

STATE OF TEXAS x
COUNTY OF CALDWELL

This information was acknowledged before me on this day of _____ by _____, a Texas limited partnership, on behalf of said agency

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before April 15, 20____ Please send an original to the following address:

Attention: Economic Development Director
City of Lockhart Economic Development Corporation

215 E. Market St
Lockhart, TX 78644



Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor
Angie Gonzales-Sanchez, Mayor Pro-Tem
Brad Westmoreland, Councilmember At-Large
Juan Mendoza, Councilmember District 1
David Bryant, Councilmember District 2
Kara McGregor, Councilmember District 3
Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager
Julie Bowermon, Director of Human Resources
Connie Constancio, City Secretary
Travis Hughes, Director of Parks & Recreation
Randy Jenkins, Fire Chief
Mike Kamerlander, Economic Development Director
Sean Kelley, Public Works Director
Pam Larison, Director of Finance
Bobby Leos, Electric Superintendent
Victoria Maranan, Public Information Officer
Bertha Martinez, Director of Library Services
Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

