



Duncanville City Council Meeting Agenda
City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, September 16, 2025

6:00 PM - Work Session/Briefing

7:00 PM - Regular Session

or immediately following the 6:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To speak during public comments, please complete a comment card and give it to the receptionist before the regular session.

To submit a comment via email the following information is required:

- Submit a comment by 4:00 PM on Tuesday, September 16, 2025.
 - Email city.secretary@duncanvilletx.gov
 - Email title: Public Comment – Tuesday, September 16, 2025
 - First Name, Last Name, and Address
-

WORK SESSION / BRIEFING**1. DISCUSS AGENDA ITEMS****2. CITY COUNCIL CALENDAR****3. BRIEFINGS / PRESENTATIONS**

- A. Briefing on the Stay to Play Tournament Lodging Policy to promote overnight tourism, increase hotel occupancy, and support local economic development through sports-related events. 7 - 19

[Stay and Play Tournament Lodging Policy](#)

- B. Briefing on MGO (MyGovernmentOnline) software, discuss the information, and provide direction if necessary. 20 - 29

[MGO \(MyGovernmentOnline\) Service Request Dashboard Prototypes](#)

- C. Briefing and update on the MyGOV data migration with a recap of how we arrived at our current state. 30 - 35

[MyGOV Data Update & Briefing](#)

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic. 36

[Executive Session](#)

2. City Council shall convene into closed executive session to seek legal advice from City Attorney pursuant to Section 551.071 (1) of the Texas Government Code concerning threatened litigation and pending claim in Burdin Mediation Matter 63330. 37

[Executive Session](#)

3. City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property. 38

[Executive Session](#)

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Dr. Hugo Gallegos with First Baptist Church Duncanville

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor's Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

- A. Presentation of the Sister City Proclamation.

39 - 41

[Sister City Proclamation](#)

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- A. Consider the Minutes for the August 19, 2025 City Council Regular Meeting and the August 25, 26, and 28, 2025 Special Called Meetings.

42 - 53

[City Council - 19 Aug 2025 - Minutes](#)
[Special Called Meetings - 25 Aug 2025 - Minutes](#)
[Special Called Meetings - 26 Aug 2025 - Minutes](#)
[Special Called Meetings - 28 Aug 2025 - Minutes](#)

- B. Consider an ordinance repealing and replacing Section 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04, to update references

54 - 59

from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission

[Repealing and replacing Section 16A-39, "Murals"](#)

- | | | |
|----|---|-----------|
| C. | Consider a Resolution authorizing a contract with Vertosoft through the Texas DIR contract DIR-CPO-5327 for OpenGov Budget and Planning software in the amount of \$138,523.68 over a three year period.
<u>OpenGov Software renewal</u> | 60 - 120 |
| D. | Consider a Resolution authorizing a contract for lease of fiber services with Segra for an estimated amount of \$1,211,000.00 over the next ten years.
<u>Segra Fiber Lease</u> | 121 - 137 |
| E. | Consider a Resolution approving the terms and conditions of Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed-site Home Chemical Collection Center from October 1, 2025, through September 30, 2026, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed \$57,700.00.
<u>Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement</u> | 138 - 145 |
| F. | Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 4.9% for residential collection and commercial services, effective October 1, 2025.
<u>Municipal Materials Management Agreement Rate Increase</u> | 146 - 158 |
| G. | Consider a Resolution approving an amendment to the Solid Waste Disposal Agreement by and between Waste Management of Texas, Inc. and the City of Duncanville to increase contract rates by 4.77% for solid waste disposal, effective October 1, 2025.
<u>Solid Waste Disposal Agreement Rate Increase</u> | 159 - 169 |
| H. | Consider a Resolution authorizing an amendment to the services agreement with Locality Media, Inc dba First Due, adding the training record and assets and inventory modules to the fire records management system (RMS) in an expenditure amount not to exceed \$152,969.71 over the next four (4) years and six (6) months.
<u>Locality Media, Inc dba First Due</u> | 170 - 220 |
| I. | Consider Resolution 2025-539 approving DCEDC expenditure of \$5,000.00 for a sponsorship for the 2025 Pink Diamond Bike Ride for Fiscal Year 2026.
<u>Pink Diamond Bike Ride Sponsorship</u> | 221 - 224 |
| J. | Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the purchase of seventy-eight (78) firearms and related accessories from GT Distributors through the interlocal purchasing buyboard contract number 698-23 in the expenditure amount not to exceed \$80,000; Authorizing the City Manager, or his designee | 225 - 232 |

to execute the necessary documents related to said expenditures; and, providing for an effective date.

[Firearms Purchase](#)

- K. Consider a resolution authorizing the approval of a five-year agreement with AXON Enterprise, Inc. for a contract renewal and the acquisition, utilization, and maintenance of AXON's comprehensive public safety technology platform with a total 5-year contract not to exceed \$1,400,000.00. 233 - 250

[Axon Enterprise, Inc.](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.
- B. Conduct a Public Hearing on the 2025 tax rate. 251 - 253
[Conduct a Public Hearing on the 2025 Tax Rate](#)
- C. Consider an Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2025, through September 30, 2026 254 - 289
[FY 2025-26 Budget Adoption](#)
- D. Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2025 at a rate of \$0.600166 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2025, to provide revenues for current expenses and interest and sinking fund requirements. 290 - 305
[Levy 2025 Ad Valorem Taxes](#)
- E. Consider an Ordinance ratifying the Fiscal Year 2025-2026 Budget which raises more revenue from property tax than in the previous year. 306 - 309
[Ratification of FY 2025-2026 Budget](#)
- F. Civil Service Ordinance amending the pay plan 310 - 315
[Ordinance No. 2552 - Civil Service Pay Plan](#)
- G. Consider a Resolution adopting the Master Fee Schedule for FY 2025-2026. 316 - 336
[FY 2025-2026 Master Fees](#)

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Tuesday, September 9, 2025, by 5:30 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

“Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code.”

“Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas.”



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Briefing on the Stay to Play Tournament Lodging Policy to promote overnight tourism, increase hotel occupancy, and support local economic development through sports-related events.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
 - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:

Angel Deal Project Manager, City Administration
 Craig Brasfield General Manager, Fieldhouse
 Bart Stevenson Director, Parks and Recreation
 Tyler Agee Assistant Director, Parks and Recreation

BACKGROUND/HISTORY:

Duncanville hosts numerous tournaments yet lacks a formal lodging strategy to capture economic impact. Stay-to-Play is a tournament lodging policy that requires participating teams to book accommodations at designated partner hotels to compete.

POLICY EXPLANATION:

Stay To Play ensures consistent hotel occupancy, enables cities to track revenue generated from hotel occupancy, and allows tournament directors to negotiate better rates and rebates for events.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

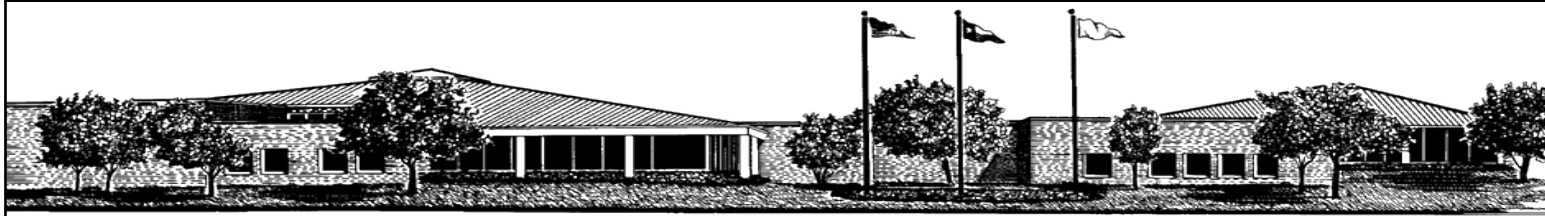
\$0.00

ACTION ALTERNATIVES:

1. Approved implementation of the Stay to Play Lodging Partnership Policy
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Stay To Play 2026 v.1.1 Briefing-Presentation](#)



STAY TO PLAY INITIATIVE

DRIVING TOURISM & ECONOMIC IMPACT THROUGH SPORTS
LODGING PARTNERSHIPS

SEPTEMBER 16, 2025

ANGEL Z. DEAL | PROJECT MANAGER, CITY ADMINISTRATION

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

City of Duncanville



1

Stay – to - Play

Stay-to-Play is a *tournament lodging policy* that requires participating teams to book accommodations at designated partner hotels to compete. This ensures consistent hotel occupancy, enables cities to track revenue generated from hotel occupancy, and allows tournament directors to negotiate better rates and rebates for events.

The Opportunity

Duncanville hosts numerous tournaments yet lacks formal lodging strategy to capture economic impact.

- Visiting teams often stay outside city limits, reducing local hotel, restaurant, and retail revenue
- No system exists to track room nights or prove tourism ROI
- HOT funds are under-leveraged for reinvestment in tourism
- Tournament directors lack incentives to prioritize Duncanville venues as their first choice to stay and play.

Program Goals

- Create Stay-to-Play tournament opportunities at the Fieldhouse and recreational softball/baseball fields
- Prioritize Duncanville hotels for lodging, followed by Greater Southwest Partnership Hotels
- Generate incremental revenue for Fieldhouse and Parks and Recreation
- Build protected room blocks to stabilize hotel occupancy during tournaments
- Incentivize tournament directors to choose Duncanville by offering a rebated based on the number of rooms booked/per night

Scope of Initiative

- Partners: Duncanville hotels enrolled in the program
- Events: Fieldhouse and Parks- hosted tournaments
- Booking Model: Partnership with Fieldhouse and Hotels using Xplor as the facility booking tool and a single point of contact with hotels to provide tournament directors with unique booking links
- Compliance: Stay-to-Play forms and post event pickup reports
- Revenue Capture: Sponsorships fees, per-night rebates, HOT tax growth

Benchmarking: Success in Other Cities

City	Strategy Used	Outcomes Achieved
Cedar Hill, TX	Stay to Play for soccer events	Increased hotel occupancy, HOT reinvestment
Lancaster, TX	Housing Partner Coordination	Improved tournament retention, park upgrades
National Model	Team Travel Source, EventPipe	Proven ROI tracking, higher rates for players, higher rebates

“Cities using **Stay – to- Play** can prove economic impact, negotiate better rates and attract premium events.”

www.travelsource.com

www.Eventpipe.com



Revenue Model

Source	Amount	Purpose
Hotel Sponsorship Fee	\$500/year/hotel	Program administration
Room Night Rebate	\$20/night actualized	Shared with tournament directors (\$10)
HOT Tax Growth	≈13% increased occupancy	Tourism reinvestment
Incremental Fieldhouse Rev	Tournament retention & growth	Facility upgrades, staffing

Forecast:

A single 100-room tournament weekend could generate:

- **\$2,000** in hotel rebates
- **≈\$1,300** in HOT tax
- **\$1,000** in sponsorship fees annual per hotel

Program Mechanics

Hotel Expectations

- \$500 annual fee + \$20 per room night rebate
- Guaranteed lowest group rate (excluding 3rd party/advance purchase)
- Provide pickup reports within 3 days post event
- Offer com room for coach when 20+ rooms booked/night
- Courtesy block with 3-week cutoff and booking link within 72 hours

Fieldhouse / Parks & Recreation

- All tournament contract include
- Stay – to – Play Clause
- No 3rd party travel agents allowed without penalty
- Duncanville contracted first
- Room request capped at 120% of tournament need

Strategic Impact

- **Tourism Growth:** Measurable increase in overnight stays
- **Economic Development:** Boost to restaurants, retail, and attractions
- **Venue Prestige:** More competitive for regional/national tournaments
- **Data-Driven ROI:** Room night tracking supports future funding and grants
- **Community Engagement:** Stronger partnerships between hotels, city, and sports organizations

Next Steps

- Finalize hotel agreements an onboarding
- Launch pilot tournaments with Stay-to-Play clause
- Track room nights and economic impact
- Evaluate program for citywide scale-up and grant alignment



THANK YOU

Questions?



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Briefing on MGO (MyGovernmentOnline) software, discuss the information, and provide direction if necessary.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:

In May 2025, the City Council approved an Interlocal Agreement with The South Central Planning and Development Commission (SCPDC) to utilize MyGovernmentOnline (MGO) to enhance our municipal operations, including their asset management, work order tracking, and citizen request reporting tools.

Staff have worked diligently with MGO personnel on a phased implementation of public service requests, work orders, and asset management tracking software for use by all divisions of Public Works and the Parks & Recreation Department.

This briefing will demonstrate the Service Request/311 Module, how dashboard reports function, and the anticipated KPIs for service request responses as we approach the October 1st go-live date.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

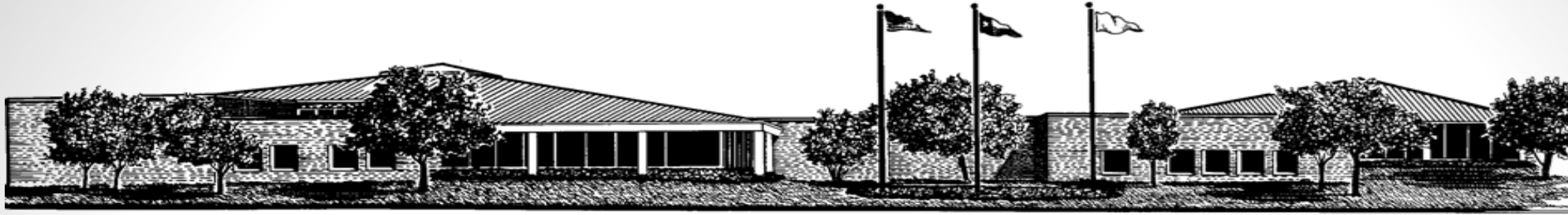
N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[MGO Service Request 311 Dashboards](#)



MY GOVERNMENT ONLINE (MGO) SERVICE REQUEST 311 KPI DASHBOARD PROTOTYPE

SEP 16, 2025

SHAHAD MOHAMMED, ASSISTANT DIRECTOR OF PUBLIC WORKS

RYAN HUTCHINSON, CHIEF TECHNOLOGY OFFICER, MGO

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncannville



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MGO UPDATE

- MGO Service Request 311 will Go-Live starting Oct 1, 2025.
- Link to use the MGO Connect Duncanville Page will be posted on the City website for public use.
- A service request can be submitted anonymously, or an account can be created.
- The Service Requests will be directly submitted to the associated department to assign a work order for addressing the request in the same system.
- City's Communication and Outreach Department will issue notifications to the public on the transition starting next week.



WHY THE TRANSITION TO MGO?

This move comes after a cost-benefit analysis showed that MGO will deliver greater efficiency, improved internal reporting, and long-term data-driven decision-making for City services. Additionally, a cost saving by getting the Service Request 311 system for free with the purchase of the Public Works Work Order/Assets Management System.

- **With MGO, residents will experience:**
 - A single, easy-to-use portal for submitting service requests and tracking updates.
 - Faster response times as work orders automatically route to the right City teams.
 - Better customer support, with a dedicated helpdesk available for assistance.
- **City leaders will benefit from:**
 - Aligned performance dashboards: KPI reports will be shared with the City's Executive Management and Council, providing real-time insights into service levels, resource needs, and operational efficiency.
 - Asset-linked work orders, enabling long-term planning for preventive maintenance, budgeting, and capital improvements.
 - Unlimited system support for configuration, training, and ongoing assistance, included in the City's subscription.



Service Request KPI Dashboard v1.1

1.



Service Requests Submitted

2

2.



Avg. Time to Decision

0.0 Days

3.

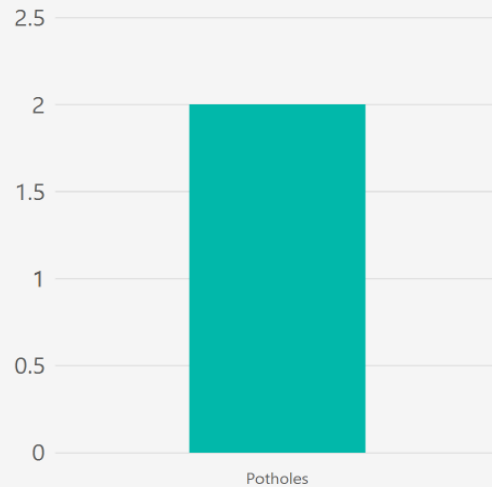


Open / Closed Service Requests

0 / 1

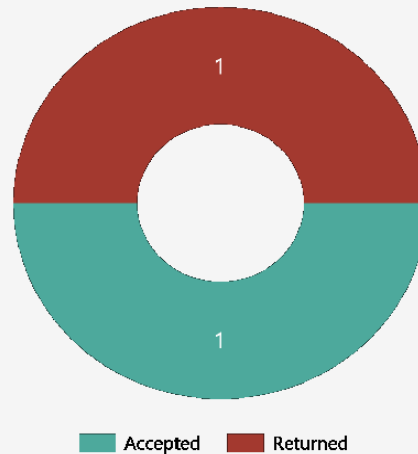
4.

Top 5 Service Requests



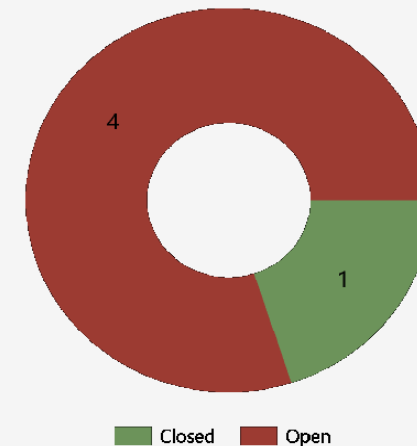
5.

Accepted / Denied / Returned to Requestor



6.

Open vs Closed Work Orders



City of Duncanville



4

KPI DEFINITIONS

1. Service Requests Submitted

This is the total number of online requests submitted during the selected time frame, regardless of their status. It provides a clear view of the overall request volume.

2. Average Time to Decision

The average time from when a request is submitted in the customer portal until its status is updated to *Accepted*, *Denied*, or *Returned*. This shows how quickly citizens can expect an initial response from the jurisdiction.

3. Open / Closed Service Requests

Tracks the number of accepted requests that are still open compared to those that have been resolved.

- **Open** = requests that were *Accepted* but not yet completed.
- **Closed** = requests that were *Accepted* and then resolved through project closure.

This metric helps users understand how many accepted requests remain unresolved versus how many have been completed within the time frame.

KPI DEFINITIONS

4. Top 5 Service Requests

Displays the five most common types of requests submitted during the time period, helping identify which issues occur most frequently.

5. Accepted / Denied / Returned to Requestor

Shows the outcomes of submitted requests:

- **Accepted** – Converted into a project or work order for action.
- **Denied** – Rejected (e.g., sent to the wrong jurisdiction) and cannot be resubmitted.
- **Returned** – Sent back for more information, allowing the requester to update and resubmit.

6. Open vs. Closed Work Orders

Tracks the total number of work orders that are currently open versus those that have been completed. Work orders may originate from accepted online requests or be created directly by the jurisdiction (e.g., call-ins, staff reporting issues). This metric shows overall workload and progress during the selected time frame.

REPORTING METHODOLOGY

- A live KPI Dashboard will be automatically emailed monthly to selected City executive management and council members to show service requests progress for the previous month.
- The first report will be sent out starting January 2026 to allow some time for the system to function appropriately and address any technical issues that might arise after Go-Live.
- The next phases of MGO implementation will include continuing the development of the PBW & Parks Asset Management System, Engineering & ROW Management Module, Fleet Management Module, Health Permits Management Module, and Short-term/Long-term Rentals Management Module.



Thank you
Any questions?



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Briefing and update on the MyGOV data migration with a recap of how we arrived at our current state.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Clayton Ganzer, IT Director

BACKGROUND/HISTORY:

In mid 2024, the City informed MyGOV that we would discontinue usage of their software platform. MyGOV provided all data from the platform to the City. Once we received the data and database, the City realized the data was in a very raw and hard to use configuration. MGO is currently in the process of getting the data in a usable configuration.

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

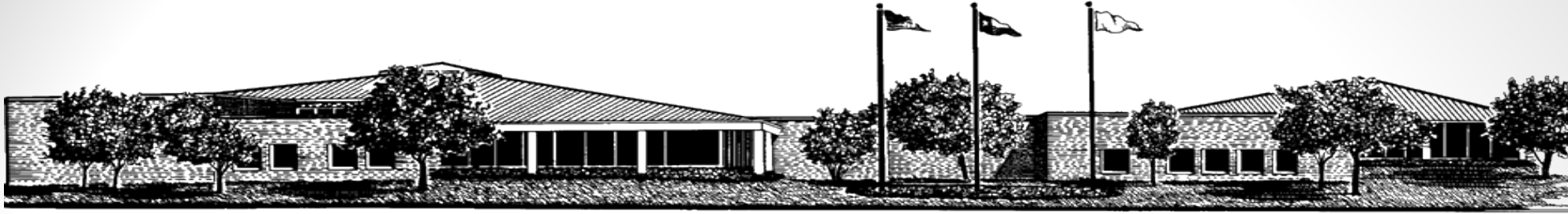
N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Presentation-MyGov](#)



MYGOV DATA MIGRATION UPDATE

SEPTEMBER 16, 2025

CLAYTON GANZER, IT DIRECTOR

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Timeline

- **2013** – Started using MyGov
- **Q1 2024** – MyGov notified the City they needed to upgrade us to v5 software.
- **Q2 2024** – The City decided to move to EnerGov.
 - At that time, it was decided to save cost and not migrate the data to EnerGov.
- **January 2025** – MyGov provided IT the full database and data set.
 - City IT unpacked and mounted the database to a server and discovered there were over 1200 individual tables within the database.
 - City IT reached out to MyGov CEO for assistance in deciphering the database. MyGov said they would help if we migrated into v5 software.
 - City IT worked with 2 different external database consultants, and they reached the same conclusion of the IT Department.
- **Q1 2025** – Public Works signed a contract with MGO.
 - MGO CTO said they would be able to map those 1200+ tables into a consistent file set. MGO would be able to start this database project after the bulk of our MGO implementation was completed.
- **Q3 2025** – MGO has started the database project.



Current & Next Steps

- The City of Duncanville IT Department has **all** files, attachments, and the full database from MyGov.
- MGO is currently working on deciphering the database.
- If MGO is unable to complete this project, we have a database consultant that will work on the project at an hourly project rate. Estimated \$25,000.
- The data will be available to search via an internal website.
- *If* we move to MGO for Permitting MGO has agreed to migrate that data into MGO.



Thank You!



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.

Vision Statement:

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STAFF RESPONSIBLE:

Robert Hager, City Attorney

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ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

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MEETING: City Council - 16 Sep 2025

TITLE:

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“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

POLICY EXPLANATION:

City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Daniieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Presentation of the Sister City Proclamation.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:

Chiquita Taylor, City Secretary

BACKGROUND/HISTORY:

On July 12, 1998, in the City of Monasterolo di Savigliano, in the Province of Cuneo, Italy, the Mayor of the City of Monasterolo di Savigliano and the Mayor of the City of Duncanville, Texas, United States of America, signed an act of township between the two cities.

POLICY EXPLANATION:

As defined by Sister Cities International, “A sister city...relationship is a broad-based, long-term relationship between two communities in two countries. A relationship is officially recognized after the highest elected or appointed official from both communities sign off on an agreement to become sister cities.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

[Proclamation - Sister Cities 2025](#)

OFFICE OF THE MAYOR



Proclamation

- WHEREAS,** As defined by Sister Cities International, “A sister city...relationship is a broad-based, long-term relationship between two communities in two countries. A relationship is officially recognized after the highest elected or appointed official from both communities sign off on an agreement to become sister cities”; and
- WHEREAS,** On July 12, 1998, in the City of Monasterolo di Savigliano, in the Province of Cuneo, Italy, the Mayor of the City of Monasterolo di Savigliano and the Mayor of the City of Duncanville, Texas, United States of America, signed an act of township between the two cities; and
- WHEREAS,** That bond and relationship continue to this day, 27 years later; and
- WHEREAS,** The City of Duncanville commends and applauds the City of Monasterolo di Savigliano for its commitment to strengthening this bond by a group of citizens visiting Duncanville to share international cultures and to learn from each other; and
- WHEREAS,** Over these 27 years the citizens of these Sister Cities have made several reciprocal visits to each other's countries; and
- WHEREAS,** This sharing and learning from each other serve to create more than a bond, but rather a friendship that transcends distance, politics, and language.

THEREFORE, Upon presentation of this proclamation from the citizens of the City of Duncanville, Texas, to the citizens of the City of Monasterolo di Savigliano, Italy, on October 14, 2025, the long-term relationship between the two communities is hereby once again recognized as Sister Cities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 16th day of September 2025.

Mayor, The City of Duncanville

Draft

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, August 19, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, August 19, 2025, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Pro Tem DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown
Mayor Greg Contreras
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT: Councilmember Jeremy Koontz arrived at 6:03 p.m.

COUNCIL ABSENT:

WORK SESSION / BRIEFING

- 1. **DISCUSS AGENDA ITEMS**
Mayor Contreras read the item into the record, and Interim City Manager Abernethy reviewed each item.

- 2. **CITY COUNCIL CALENDAR**

- 3. **BRIEFINGS / PRESENTATIONS**
Briefing Session was adjourned at 7:26 p.m.

Mayor Contreras recessed the Briefing Session at 6:30 p.m. for City Council to convene into Executive Session.

A. ***Briefing on key changes presented by the adoption of the 2021 Building and Fire Codes and the 2023 Electrical Code, along with associated changes to City Ordinances and the Fee Schedule for Planning and Building.***
Presented by Chief Building Official Joshua McConnell and Fire Marshal David Carpenter.

EXECUTIVE SESSION

- The Executive Session was called into session at 6:30 p.m., and City Attorney Hager read the item into the record.
- 1. ***City Council shall convene into closed session pursuant to Section 551.072, 551.087 to deliberate the purchase, exchange, lease of real properties, being located east of Santa Fe Trail, north of Danieldale Road, west of Cockrell Hill Road, and south of Camp Wisdom Road, and to seek legal advice from City Attorney regarding such real property.***

 - 2. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
- The Council closed the Executive Session at 7:24 p.m.

Draft

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:30 p.m. with Mayor Contreras presiding.

Reverend Rachel McConnell with First Presbyterian Church of Duncanville delivered the Invocation.

Mayor Contreras led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

A. *Mayor's Report.*

The mayor reminded everyone about the Back-to-School supply drive. He thanked the library staff for organizing the event.

B. *Councilmembers' Reports*

Mayor Pro Tem Gooden echoed the mayor's sentiments on the Back-to-School event. She thanked Library Director Hannah Olson and the Library staff for organizing the event. She also thanked Interim City Manager Abernethy for the level of service to the community these past months. Councilmember McBurnett reviewed events happening around the city. Councilmember Koontz encouraged everyone to attend events at the Fieldhouse.

C. *City Manager's Report.*

Mr. Abernethy reported that we are still working through the Comp Plan. It will be presented to the Duncanville Community and Economic Development Corporation (DCEDC) and will be brought back to the Planning and Zoning Commission. He thanked the council and staff for the workshop last week. The first reading of the budget will be on September 2nd. He also reported that we are caught up with brush and bulk pickup.

2. PROCLAMATIONS AND PRESENTATIONS

3. CITIZENS' INPUT

“Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

Mayor Contreras read the item into the record. The following spoke during the Citizens Input Period:

Barbara Owens 1526 Natalie Ln - Update and thank you to council and staff
Authur Jackson 1211 Casa Grande - Solar panels
Ron Thompson 603 Katherine Ct - Arts Commission

Draft

4. CONSENT AGENDA

- A. *Consider the Minutes for the July 15, 2025, City Council Regular Meeting.*

APPROVED

- B. *Consider a Resolution adopting the City Council Rules of Procedures in accordance with the Duncanville Home Rule Charter and the Code of Ordinances; Providing for the repeal and replace of any and all prior Rules of Procedure.*

RES 2025-520

- C. *Consider a Resolution to accept or reject the thirteenth amended joint Chapter 11 Plan or reorganization of Purdue Pharma, LP and its affiliated debtors and authorizing the submission of an e-ballot.*

RES2025-524

- D. *Consider a Resolution approving the increase in purchase order 2225013 - Fieldhouse HVAC.*

Mayor Pro Tem Gooden asked about the cost overruns on the project. Project Manager Angel Deal stated that we should think broader when getting service on a building that old. She then asked if there was a contingency. Ms. Deal stated there was not a contingency on the project. Ms. Gooden requested that in the future, we do a full assessment beforehand on major projects.

RES 2025-523

- E. *Consider a Resolution awarding RFP 24-0021 for a 3 year term contract for mowing, abatement, and landscaping services to Good Earth Corporation and Urban Landscape and Irrigation, with a total amount \$1,386,304.92 over 3-year term with a \$69,315.24 contingency not to exceed \$1,455,620.16*

RES 2025-514

- F. *Consider a Resolution authorizing an Interlocal Agreement between the cities of DeSoto, Cedar Hill, Lancaster, and Duncanville for the purpose of hiring a regional Emergency Medical Services (EMS) Training Officer.*

RES 2025-513

- G. *Consider a Resolution authorizing the utilization of a Cooperative Contract for the acquisition of rifle-resistant body armor from Angel Armor for the contractually discounted price through the BuyBoard Cooperative Contract #698-23 in an amount not to exceed \$48,000.00 "annually" in both FY 2025 and FY 2026, in accordance with the statutory provisions of Texas Local Government Code 271 and as allowed by the procurement policy of the City of Duncanville.*

RES 2025-511

- H. *Consider an Ordinance amending the Code of Ordinances by amending Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter A, "Drought Contingency Plan," Section 20-92 "Public Involvement," by repealing it in its entirety; amending Chapter 20, "Water, Sewer and Sewage Disposal," Article, VI, "Drought Contingency and Water Conservation Plan," Subchapter B, "Water Conservation Plan," by repealing it in its entirety and replacing it with a new Chapter 20, "Water, Sewer and Sewage Disposal," Article VI, "Drought Contingency and Water Conservation Plan," Subchapter B, Section 20-100 "Water Conservation Plan."*

ORD 2544

Draft

Councilmember Jeremy Koontz made a motion to approve the consent agenda, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **Take any necessary action as a result of the Executive Session.**
No action taken.

- B. **Consider an Ordinance amending the FY 2024-2025 budget by appropriating expenditures for the Arts Fund covered by revenue received.**
Presented by Communications and Marketing Administrator Alex Hamby. He corrected the expenditure reported in the packet to \$42,185.

ORD 2546

Mayor Pro Tem DeMonica Gooden made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

- C. **Consider a resolution approving funding awards for the Fiscal Year 2024-2025 City of Duncanville Arts Grant Program as recommended by the Duncanville Arts Commission.**
Presented by Alex Hamby. He reviewed the applicants and grant amounts requested by the Arts Commission. Councilmember Koontz asked about any follow-up from the Arts Commission on the grant recipients. Mr. Hamby stated that each applicant is required to give a report 45 days after an event. If they do not, they are not eligible to apply for future grants.

RES 2025-522

Councilmember Don McBurnett made a motion to approve the item as stated, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 7 for, 0 against.

- D. **Consider Resolution 2025-509 authorizing a sole source procurement with Olsson Planning and Design for planning support services, in an amount not to exceed \$170,000, subject to the appropriation of funding by City Council.**
Presented by Assistant City Manager - Community Mark Rauscher.

RES 2025-509

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Kyle Pennebaker seconded the motion. The vote was cast 7 for, 0 against.

- E. **Consider Resolution 2025-516 approving the revisions to the Duncanville Community and Economic Development Corporation (DCEDC) Policy Statement and Guidelines for Economic Development Incentives**
Presented by Economic Development Coordinator Marcela Perez. Councilmember Pennebaker thanked the staff for their work on this item. Councilmember Koontz requested language for larger projects be added to the policy.

RES 2025-516

- F. **Consider Resolution 2025-517 approving the new Duncanville Community and Economic Development Corporation Policy Statement and Guidelines for community sponsorships.**
Presented by Marcela Perez.

RES 2025-517

Draft

6. STAFF AND BOARD REPORTS
- A. ***Parks and Recreation Quarterly Report***
Presented by Parks and Recreation Director Bart Stevenson.

B. ***Quarterly Report Duncanville Fieldhouse***
Presented by Fieldhouse General Manager Craig Brasfield.

C. ***Receive the Library Quarterly Report.***
Presented by Library Director Hannah Olson.

ADJOURNMENT
The meeting was adjourned at 9:12 p.m.

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Monday, August 25, 2025

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Monday, August 25, 2025, at 5:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Pro Tem Demonica Gooden
Councilmember Joe Veracruz
Councilmember Jeremy Koontz
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown
Councilmember Kyle Pennebaker

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Mayor Greg Contreras

CALL TO ORDER – by Mayor Pro Tem Gooden

RECEIVE PUBLIC COMMENTS

No public comments

1. **CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:**
- Zoning Board of Adjustment
 - City Planning & Zoning Commission
 - Community Engagement Board
 - Duncanville Community and Economic Development Corporation Board (DCEDC)
 - Duncanville Neighborhood Vitality Commission
 - Keep Duncanville Beautiful Board
 - Library Advisory Board
 - Multicultural Commission
 - Park & Recreation Advisory Board
 - Arts Commission
 - Sign Control Board
 - TIF (Tax Increment Financing Reinvestment Zone Number One)
 - Tri-Cities Animal Control Board

Interviews conducted.

2. **DISCUSS APPOINTMENTS**

3. **EXECUTIVE SESSION**
The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel); and to discuss appointments, dismissals, and/or duties of the Duncanville Community and Economic Development Corporation (DCEDC) and Tax Increment Financing Reinvestment Zone Number One (TIF Board).

No executive session was held.

4. **RECONVENE INTO OPEN SESSION**
Take any necessary or appropriate action on closed/executive session matters.

No executive session was held.

Draft

ADJOURNMENT

The meeting was adjourned at 8:48 p.m.

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Tuesday, August 26, 2025

CALL TO ORDER

A special meeting of the Duncanville City Council was called to order on Tuesday, August 26, 2025, at 5:01 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Greg Contreras
Mayor Pro Tem Demonica Gooden
Councilmember Joe Veracruz
Councilmember Jeremy Koontz
Councilmember Don McBurnett
Councilmember Karen Cherry-Brown

COUNCIL ARRIVING AT: Councilmember Kyle Pennebaker arrived at 5:03 p.m.

COUNCIL ABSENT:

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

No public comments

1. **CONDUCT INTERVIEWS AND DISCUSS APPOINTMENTS FOR THE BOARD AND COMMISSION APPLICANTS FOR THE FOLLOWING BOARD AND COMMISSIONS:**
- Zoning Board of Adjustment
 - City Planning & Zoning Commission
 - Community Engagement Board
 - Duncanville Community and Economic Development Corporation Board (DCEDC)
 - Duncanville Neighborhood Vitality Commission
 - Keep Duncanville Beautiful Board
 - Library Advisory Board
 - Multicultural Commission
 - Park & Recreation Advisory Board
 - Arts Commission
 - Sign Control Board
 - TIF (Tax Increment Financing Reinvestment Zone Number One)
 - Tri-Cities Animal Control Board

Interviews conducted.

2. **DISCUSS APPOINTMENTS**

3. **EXECUTIVE SESSION**
The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel); and to discuss appointments, dismissals, and/or duties of the Duncanville Community and Economic Development Corporation (DCEDC) and Tax Increment Financing Reinvestment Zone Number One (TIF Board).

Mayor Contreras recessed the meeting at 9:11 p.m. to convene to executive session.

The executive session was closed at 10:15 p.m. to reconvene the regular meeting.

4. **RECONVENE INTO OPEN SESSION**
Take any necessary or appropriate action on closed/executive session matters.

No action taken.

Draft

ADJOURNMENT

The meeting was adjourned at 10:32 p.m.

ATTEST:

CITY SECRETARY

Draft

Duncanville Special Called Meetings Meeting Minutes
Regular Meeting
Thursday, August 28, 2025

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Thursday, August 28, 2025, at 4:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Pro Tem DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT: Councilmember Kyle Pennebaker

CALL TO ORDER

RECEIVE PUBLIC COMMENTS

No public comments.

EXECUTIVE SESSION

Mayor Contreras recessed the regular meeting to convene into the Executive Session at 4:01 p.m. and read the item into the record.

The Council closed the Executive Session at 5:15 p.m.

1. ***City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.***
2. ***City Council shall convene into closed executive session pursuant to Section 551.071, of the Texas Government Code, to consult with legal counsel concerning pending litigation Life School v. City of Duncanville.***

Mayor Contreras reconvened the regular meeting at 5:16 p.m.

1. ITEMS FOR INDIVIDUAL CONSIDERATION

A. *Take any necessary action as a result of the Executive Session.*

Item 1.

Councilmember Don McBurnett made a motion to accept the resignation of Douglas Finch as City Manager of Duncanville dated August 26, 2025, effective September 1, 2025, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Kyle Pennebaker absent.

Councilmember Don McBurnett made a motion to continue the appointment of Interim City Manager Richard Abernethy until further decision by the council, Mayor Pro Tem DeMonica Gooden seconded the motion. The vote was cast 6 for, 0 against, with Councilmember Kyle Pennebaker absent.

Item 2. No action taken.

[Resignation - Finch](#)

Draft

ADJOURNMENT

The meeting was adjourned at 5:21 p.m.

ATTEST:

CITY SECRETARY

August 26, 2025

Mayor and Council,

I respectfully submit my resignation as City Manager, effective September 1, 2025. Due to personal matters, my family and I will be relocating away from the area.

It has been a pleasure to serve the Duncanville community, and work with you on many different initiatives since joining you on this journey. Together through a lot of long hours, I believe we have achieved sound planning success to help move Duncanville forward for decades to come. The work the team has done to catch up on audits, fix information technology systems challenges, rethink operations, improve customer service, and enhance public safety has been nothing short of impressive.

You have heard me say it often, I want to acknowledge the hard work and the time that you, as Council volunteers to the City, contribute to make it better. While I regret our time was not longer, I sincerely want to thank you for the support and the opportunity to get to know each of you.

Sincerely,

Doug Finch

Douglas Finch


Mayor City of Duncanville
Aug 28, 2025
5:19 PM



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider an ordinance repealing and replacing Section 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04, to update references from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
 - ◻ **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Alex Hamby, Communications and Marketing Administrator

BACKGROUND/HISTORY:

The City Council adopted Sec. 16A-39, "Murals," of Ord. No. 1909, § 1, on October 5, 2004. The current ordinance requires the Building Official to obtain a recommendation from the Keep Duncanville Beautiful Board prior to issuing a mural permit.

As part of the City's efforts to align mural review with broader arts programming and cultural planning, staff recommends updating the ordinance to designate the Duncanville Arts Commission as the body responsible for reviewing mural applications and making recommendations to the City Council.

On July 26, 2025, the Keep Duncanville Beautiful Board unanimously approved the proposed change. On August 26, 2025, the Duncanville Arts Commission also unanimously approved the change.

POLICY EXPLANATION:

The proposed amendment repeals and replaces Sec. 16A-39 to accomplish the following:

- Transfers review responsibility from the Keep Duncanville Beautiful Board to the Duncanville Arts Commission.
- Provides that City Council will have final approval authority over all mural applications.
- Clarifies that the Building Official's role is limited to permit issuance after Council approval.
- Maintains existing construction, maintenance, and content standards to ensure public safety and property upkeep.

This change strengthens transparency and community engagement in mural projects while ensuring City Council retains oversight of public-facing art installations.

FUNDING SOURCE:

ORG and Object Number

N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

- Approve the ordinance as presented.
- Do not approve the ordinance.
- Provide other direction to staff.

ATTACHMENTS:

[Duncanville Ordinance No. - Repeal and Replace Section 16A-39 Murals 4932-5149-0406 v.1](#)

ORDINANCE NO. 2025-2553

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, REPEALING AND REPLACING SEC. 16A-39, "MURALS," OF ORDINANCE NO. 1909, § 1, 10-5-04; PROVIDING FOR REVIEW AND RECOMMENDATION BY THE DUNCANVILLE ARTS COMMISSION, FINAL APPROVAL BY THE CITY COUNCIL, AND PERMIT ISSUANCE BY THE BUILDING OFFICIAL; PROVIDING FOR MAINTENANCE REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Duncanville, Texas, previously adopted Sec. 16A-39, "Murals," of Ordinance No. 1909, § 1, on October 5, 2004; and

WHEREAS, the City Council desires to update the approval process for murals to reflect the role of the Duncanville Arts Commission in reviewing mural applications and making recommendations to the City Council; and

WHEREAS, the City Council finds it in the best interest of the City to provide that the City Council shall retain final approval authority over mural applications, and that the Building Official shall issue permits once Council approval is granted; and

WHEREAS, the Keep Duncanville Beautiful Board, at its July 26, 2025 special meeting, and the Duncanville Arts Commission, at its August 26, 2025 regular meeting, both recommended the adoption of these changes;

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

SECTION 1. Sec. 16A-39, "Murals," of Ordinance No. 1909, § 1, 10-5-04 is hereby repealed in its entirety and replaced with the following:

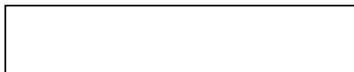
Sec. 16A-39. - Murals.

- (a) For the purposes of this section, in addition to the definitions provided by section 16A-5 of this chapter, the following definitions shall apply:

Alter. To change in any way or to any extent the appearance, size, shape, colors, subject, designs, figures, elements, or pictures of a mural.

Dilapidated or deteriorated condition.

- (1) Where any part of a mural is chipped, flaked, faded, broken, damaged, defective, missing, torn, bent, dented, cracked, splintered, twisted, inoperable, leaning, or at angles other than those at which erected; or



- (2) Where the message or wording is faded or can no longer be clearly read; or
- (3) Where any part of the mural is not in compliance with the requirements of the building, electrical, property maintenance, or other codes or ordinances adopted by the city.

Mural. A painting, design, or artistic work applied to an exterior wall or to a fence for aesthetic purposes.

Restore. To return a mural to its exact original appearance and quality from a dilapidated or deteriorated condition.

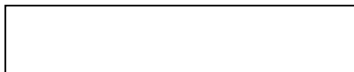
- (b) No person shall apply, install, erect, or restore a mural, as defined herein, without first obtaining a valid sign permit issued in accordance with this chapter. A permit shall not be issued until the mural has been reviewed and recommended by the **Duncanville Arts Commission**, approved by the **City Council**, and forwarded to the **Building Official** for permit issuance.
- (c) The maximum height, area, number, and duration requirements applicable to other types of signs shall not apply to murals. The **Duncanville Arts Commission** shall review the design, location, and placement of a proposed mural and forward its recommendation to the **City Council** for final approval. Following Council approval, the **Building Official** shall issue the permit.

(d) Standards of construction and content.

- (1) Murals shall be composed of permanent materials and applied only to permanent surfaces. Murals shall not be applied to any fabric or temporary surface, and all materials used must be resistant to the short-term effects of exposure to the elements.
- (2) Removal of a mural must be accomplished by physical removal from the wall or fence of the paint or other material of which the mural is composed, and/or by covering the mural with paint or other material. In both cases, either by physical removal or covering, it must be rendered completely invisible and must maintain the structural and architectural integrity of the structure upon which the mural was applied.
- (e) Murals may contain subject matter consistent with the theme of a business but may not contain branded products, brand names, business names, or logos.

(f) Other regulations and requirements.

- (1) **Maintenance responsibility and standards.** At all times during and after application, murals shall be considered the property of the owner and/or occupant of the structure to which applied and said owner and/or occupant shall be responsible for maintenance and upkeep of the mural.



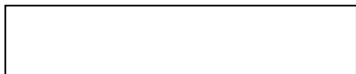
- (2) All murals shall be kept in a proper state of repair and preservation. It is a violation of this section to own, keep, or maintain any mural in a dilapidated or deteriorated condition or to permit or allow a mural to be kept in such condition.
- (3) If the City determines a mural to be in dilapidated or deteriorated condition, the mural shall be restored or removed by the owner and/or occupant of the structure to which it is applied.
- (4) The City may cause the removal of any mural that is not maintained in accordance with the provisions of this section. A mural which is kept, maintained, or allowed to remain in a dilapidated or deteriorated condition is hereby declared to be a nuisance. Upon the failure of the owner and/or occupant of the premises on which the mural is located to repair or remove the mural following ten days' notice thereof, the city may cause the removal of the mural. The owner and/or occupant shall pay all expenses incurred by the city incident to such removal. In the event of the failure of the owner and/or occupant to remit to the city the expenses incurred in the abatement of the nuisance, a lien may be placed on and against the property on which the mural is removed. Such lien shall bear interest at the rate of ten percent per annum and shall be a first and prior lien, second only to liens for taxes and paving assessments.

(Ord. No. 1909, § 1, 10-5-04, amended)

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This ordinance shall take effect immediately from and after its passage and publication as required by law.



DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September 2025.

APPROVED:

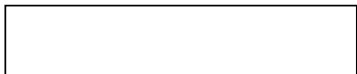
Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney





STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution authorizing a contract with Vertosoft through the Texas DIR contract DIR-CPO-5327 for OpenGov Budget and Planning software in the amount of \$138,523.68 over a three year period.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The City implemented OpenGov in FY 2025 with publishing the digital budget book for the FY 2026 proposed budget. The Budget and Planning suite includes operational and capital budgeting planning and tracking, workforce planning, online stories and publications, such as the digital budget book, a transparency portal, to be implemented in FY 2026 for the monthly and year to date financial reports and data. The City would like to continue using OpenGov and continue to improve our transparency capabilities and reporting efficiencies. Additionally, included with the suite, OpenGov has what they refer to as Open Town Hall, or Community Feedback, and when used can push out surveys, polls, track responses, and even host virtual meetings, as another tool option to engage with the public. Staff will continue to explore all of the capabilities provided through OpenGov to maximize usage.

For the FY 2027 budget process, staff will use OpenGov for capital budget planning and project tracking. Currently, the City will continue to use the Tyler ERP system for operational budget proposals and entries but OpenGov does have the operational budget component included as well and staff will explore the benefits and challenges to using it before changing the process.

POLICY EXPLANATION:

The contract amount for the three year period is \$138,523.68 and therefore requires City Council authorization. Future year expenditures subject to budget appropriation.

FUNDING SOURCE:

ORG and Object Number
41010001-700233 (FY2026)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$100,000	\$43,940.91	\$56,059.09

ACTION ALTERNATIVES:

1. Approve.
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Vertosoft renewal quote for OpenGov City of Duncanville TX](#)
[DIR-CPO-5327-Contract](#)
[DIR-CPO-5327-Appendix-C-Pricing-Index-per-Amendment-3](#)
[OpenGov-EULA-for-Resellers ONLINE 2025MAY05](#)
[Form 1295 Certificate 101403136 Vertosoft signed](#)
[OpenGov Certificate of Insurance](#)
[Resolution No. - 2025-537 - OpenGov - 3 year agreement - Pdf](#)



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 5/19/2025, 1:33 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Duncanville, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-11949
Expires On: 9/18/2025

Ship To
City of Duncanville, TX
Elton Brock
(972) 780-5000
elton.brock@duncanvilletx.gov

Quote For:
Name: Elton Brock
Company: City of Duncanville, TX
Email:
elton.brock@duncanvilletx.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Term1

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-GABS-B80100M-RR-3Y	Budgeting & Planning - Between \$80-100 Million - 3Y	10/1/2025	9/30/2026	1.00	\$38,994.72	\$38,994.72
OPGV-GBCS-B80100M-RR-3Y	Premium Support - Between \$80-100 Million - 3Y	10/1/2025	9/30/2026	1.00	\$4,946.19	\$4,946.19
Term1 TOTAL:						\$43,940.91

Term2

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-GABS-B80100M-RR-3Y	Budgeting & Planning - Between \$80-100 Million - 3Y	10/1/2026	9/30/2027	1.00	\$40,944.44	\$40,944.44
OPGV-GBCS-B80100M-RR-3Y	Premium Support - Between \$80-100 Million - 3Y	10/1/2026	9/30/2027	1.00	\$5,193.50	\$5,193.50
Term2 TOTAL:						\$46,137.94

Term3

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-GABS-B80100M-RR-3Y	Budgeting & Planning - Between \$80-100 Million - 3Y	10/1/2027	9/30/2028	1.00	\$42,991.65	\$42,991.65
OPGV-GBCS-B80100M-RR-3Y	Premium Support - Between \$80-100 Million - 3Y	10/1/2027	9/30/2028	1.00	\$5,453.18	\$5,453.18
Term3 TOTAL:						\$48,444.83

TOTAL: \$138,523.68

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

DIR Contract No. DIR-CPO-5327
Vertosoft LLC – 18139112876

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
Vertosoft LLC

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Vertosoft LLC, a Virginia Limited Liability Company (LLC) (hereinafter "Successful Respondent"), with its principal place of business at 1602 Village Market Blvd. Suite 320 Leesburg, Virginia 20175.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- A. For transactions under this Contract, the order of precedence shall be as follows:
1. this Contract;
 2. Appendix A, Standard Terms and Conditions;
 3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
 4. Appendix C, Pricing Index;
 5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
 6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

DIR Contract No. DIR-CPO-5327
Vertosoft LLC – 18139112876

- B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions.**

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

- A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.
- B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.
- C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

- A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

DIR Contract No. DIR-CPO-5327
Vertosoft LLC – 18139112876

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

- B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested, or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

- A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

- A. A current price list or mechanism to obtain specific contract pricing;
- B. MSRP/list price or DIR Customer price;
- C. Discount percentage (%) off MSRP or List Price;
- D. Warranty policies;
- E. Return policies;
- F. A link to DIR's list of TX-RAMP certified Cloud Products; and
- G. A link to Service Level Agreements for each SaaS product awarded, which, at a minimum, shall include metrics and method for calculating and reporting results for:
 - i. service availability;
 - ii. recovery time objectives; and
 - iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

- A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.
- B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Filler information: Order Filler name, Order Filler business address, Order Filler CPA Identification Number, Order Filler contact person email address and phone number.
- C. DIR reserves the right to require Successful Respondent to rescind any Order Filler participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.
- D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.
- E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.
- F. Successful Respondent shall not prohibit any Order Filler from participating in other procurement opportunities offered through DIR.

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8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Jay Colavita
President
Vertosoft LLC
1602 Village Market Blvd. Suite 320
Leesburg, Virginia 20175
Phone: (703) 568-4703
Email: jay@vertosoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

- A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.
- B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

- A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

DIR Contract No. DIR-CPO-5327
Vertosoft LLC – 18139112876

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

- C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.
- D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

No exceptions have been agreed to by DIR and Successful Respondent.

(Remainder of this page intentionally left blank.)

DIR Contract No. DIR-CPO-5327
Vertosoft LLC – 18139112876

This Contract is executed to be effective as of the date of last signature.

Vertosoft LLC

Authorized By: Signature on file

Jay Colavita
Name: _____

President
Title: _____

4/17/2024 | 5:26 PM PDT
Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: : Signature on file

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/2/2024 | 5:14 PM CDT

Office of General Counsel: Initials on File

Date: 5/2/2024 | 3:59 PM CDT

Vertosoft, LLC APPENDIX C – PRICING INDEX DIR-CPO-5327 Software (COTS) and Related Services			
Brand	Category	DISCOUNT OF MSRP/List Price	Unit of Measure
1-Software			
Alation	SaaS/ Software Data Management and Analytics Solutions	5.71%	Varies based on Configuration
Automation Anywhere	SaaS/Software Artificial Intelligence - Delivers secure enterprise automation alongside process intelligence to improve efficiency and accelerate business processes	5.00%	Varies based on Configuration
BeyondTrust	SaaS/Software Is a Cybersecurity - identity security platform that allows you to detect threats across your entire identity estate and respond by controlling privileges, access, credentials, and secret cybersecurity solution.	2.90%	Varies based on Configuration
Clarity	SaaS/Software solution that automatically identifies industrial assets and network activity to provide real- time cybersecurity monitoring and process integrity alerts.	10.00%	Varies based on Configuration
DataRobot	SaaS/Software Artificial Intelligence Platform that provides full flexibility to integrate within our current ecosystem, including pulling data directly from Microsoft Azure to save time and reduce risk, and providing insights through Microsoft Power BI.	5.00%	Varies based on Configuration
Devo	SaaS/ Cybersecurity Platform that enables security and operations teams to address common use cases including centralized logging, SIEM, compliance and fraud detection software solution.	8.40%	Varies based on Configuration

Vertosoft, LLC APPENDIX C – PRICING INDEX DIR-CPO-5327 Software (COTS) and Related Services			
Brand	Category	DISCOUNT OF MSRP/List Price	Unit of Measure
Digital.ai	SaaS/Software Engineering and Product Development Software Solution	6.00%	Varies based on Configuration
Esper	SaaS/Software Solution that allows for collaborative policy drafting, review and publishing Business process.	5.00%	Varies based on Configuration
Harness	SaaS/Software that provides a simple, safe, and secure way for engineering and DevOps teams across all industries and maturities to accelerate building and testing of software artifacts solution.	5.00%	Varies based on Configuration
HCL	SaaS/Software a Cybersecurity and Business Application product line, which contains Multiple discounts.	4.00% to 20.00%	Varies based on Configuration
Immuta	SaaS/Software a Data Security Platform that provides three layers of protection – Discover, Secure, and Detect – to deliver scalable, comprehensive data protection without sacrificing data access	20.00%	Varies based on Configuration
OpenGov	SaaS/ Software that provides Government with Solutions that includes Budgeting & Planning, Permitting & Licensing, Procurement, Cartegraph Asset Management, and Financials solutions.	25.00%	Varies based on Configuration
PublicInput	SaaS/Software Community Engagement software solution	5.00%	Varies based on Configuration
Spare Labs	SaaS/Software On Demand Mobility Solution	5.00%	Varies based on Configuration

Vertosoft, LLC APPENDIX C – PRICING INDEX DIR-CPO-5327 Software (COTS) and Related Services			
Brand	Category	DISCOUNT OF MSRP/List Price	Unit of Measure
StreamSets	SaaS/Software Platform for Building, running and monitoring data pipelines and Analytics complete solution. (For Government)	10.00%	Varies based on Configuration
StreamSets	SaaS/Software Platform for Building, running and monitoring data pipelines and Analytics complete solution. (Non-Production Collector)	6.00%	Varies based on Configuration
StreamSets	SaaS/Software Platform for Building, running and monitoring data pipelines and Analytics complete solution. (Non-Production Control HUB)	25.00%	Varies based on Configuration
Thirdline	SaaS/Software - Analytics Software Application Solution	9.09%	Varies based on Configuration
Tricentis	SaaS/Software that optimizes and accelerates end-to-end testing of your entire digital landscape solution.	9.09%	Varies based on Configuration
Workiva	SaaS/Software Document and Data Collaboration Platform solution for Business Applications	16.00%	Varies based on Configuration
Autura	SaaS/Software platform used to improve traffic flow and enhance law enforcement productivity.	5.00%	Varies based on configuration
Cornerstone OnDemand	SaaS/Learning and Human Capital Management solution that provides talent, career management, and customized professional development platforms.	10.00%	Varies based on configuration
Docker	SaaS/Software platform designed to help developers build, share, and run container applications.	5.00%	Per user

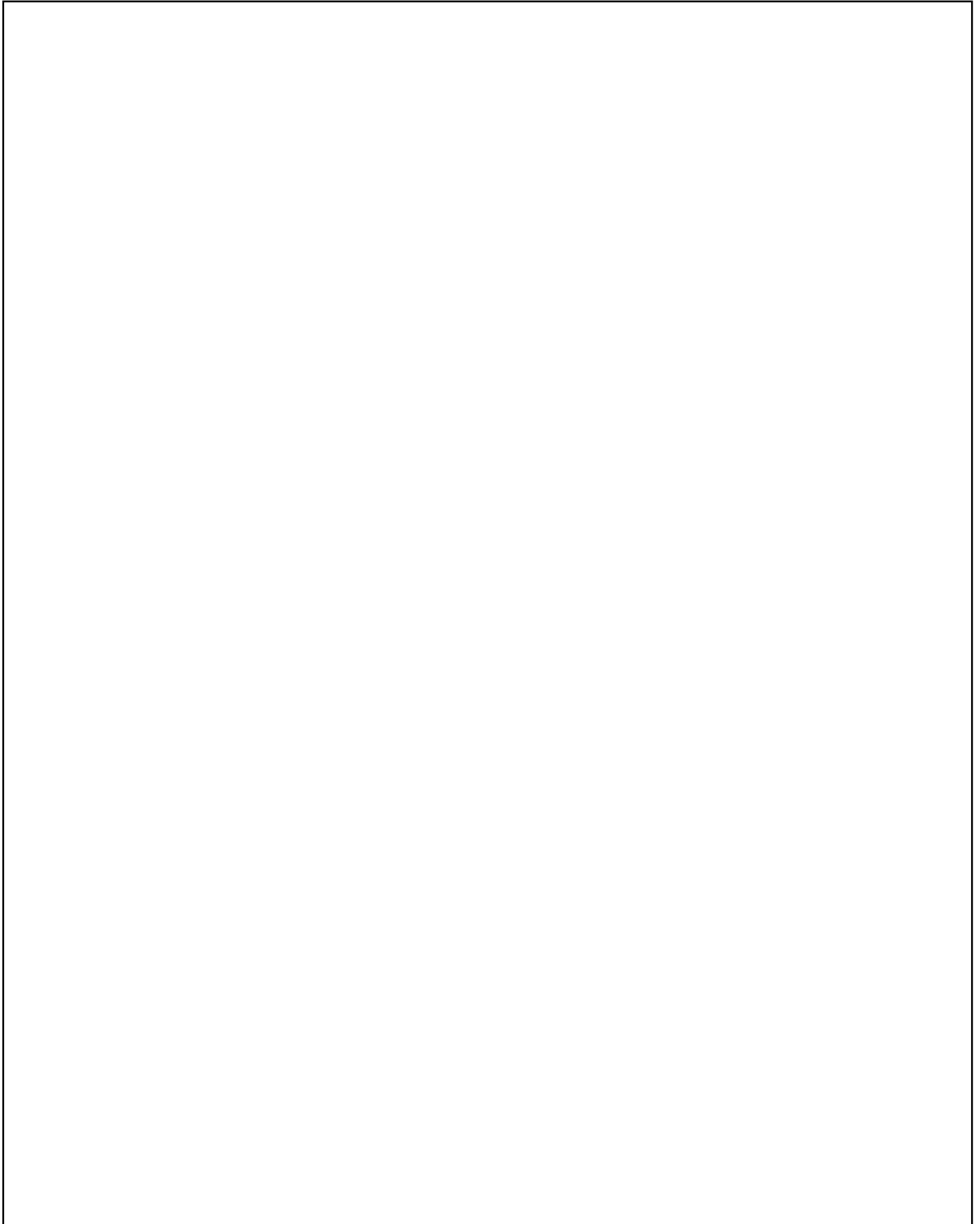
Fluxx Labs	SaaS based grants management software solution that enables data-driven grantmaking so agencies can improve decisions and maximize grant impact.	5.00%	Varies based on configuration
HAAS Alert	SaaS/Software Safety Cloud®, an advanced collision prevention service sending real-time digital alerts from emergency vehicles to drivers and connected cars via vehicle dashboards and infotainment systems, navigation applications, and smartphones.	5.00%	Varies based on configuration
InvoiceCloud	SaaS/Software platform for Electronic Bill Presentment & Payment (EBPP) to facilitate collection of Government & Non-Government receivables that include Utility, Tax, Licenses, Permitting and other financial applications.	16.67%-50%	Varies based on Configuration
Ivy.ai	SaaS/Software to Modernize and streamline citizen interactions for government agencies, with communication platforms.	5.00%	Varies based on configuration
MicroStrategy	SaaS/Software AI powered data analytics platform	5.00%	Varies based on configuration
Motive Technologies	SaaS/AI-powered fleet management platform that enhances safety, compliance, and efficiency for businesses. Solutions include real-time tracking, driver safety monitoring, automated compliance tools, and fleet maintenance management.	5.00%	Varies based on configuration
OPSWAT	SaaS/Software solution focused on threat prevention and process creation for secure data transfer and safe device access	5.00%	Varies based on configuration
Profit Apps	SaaS/Software platform for employee performance and engagement management.	5.00%	Varies based on configuration
SecurityScorecard	SaaS/Platform to automate risk management, uncover vulnerabilities, and collaborate for a secure supply chain.	2.00%	Varies based on configuration
UKG	SaaS/Software Ultimate Kronos Group (UKG) product line including but not limited to HR, Workforce Management, Payroll, Talent Management, Timekeeping, etc.	5.00%	Varies based on configuration
UrbanSDK	SaaS/Software system of record for government infrastructure operations, planning and development focused on traffic management.	5.00%	Varies based on configuration

WordPress VIP	SaaS/Content Management System platform used to scale web presence, produce content, and improve performance	5.00%	Varies based on configuration
Wrike	SaaS/Cloud-based project management software and support	5.00%	Varies based on configuration
Zendesk	SaaS/Customer Service solution supporting CX initiatives by more efficiently managing and routing internal and external omni-channel communications with AI	5.00%	Varies based on configuration
Collibra	SaaS/Platform for data governance, compliance, and metadata management, offering automated workflows.	1.26%	Varies based on configuration
Gravity	SaaS/Platform for project portfolio management, resource planning, and workflow automation.	5.00%	Varies based on configuration
Illumio	SaaS/Platform for zero-trust segmentation, cybersecurity risk reduction, and breach containment.	5.00%	Varies based on configuration
Immersive Labs	SaaS/Platform for cybersecurity skills development, threat simulation, and continuous workforce readiness assessment.	5.00%	Varies based on configuration
MongoDB: Atlas for Government	FedRAMP-compliant, fully managed cloud database for U.S. government workloads.	1.00%	Varies based on configuration
MongoDB: Enterprise Advanced	Customer Managed, COTS solution designed for enterprise environments, providing advanced data management, security, scalability, & support features for mission-critical applications.	1.00%	Varies based on configuration
2. Related Services			
Alation	Implementation Package per unit for (To include but not limited to: Technical Services, Cloud, Governance App, Cloud Migration etc.)	2.18%	Per Unit
Automation Anywhere	Pre-Paid Tokens Implementation Packages	5.00%	Per Token

Vertosoft, LLC APPENDIX C – PRICING INDEX DIR-CPO-5327 Software (COTS) and Related Services			
Brand	Category	DISCOUNT OF MSRP/List Price	Unit of Measure
DataRobot	Implementation Services with the following Positions Titles by the hour services (Program Manager, Data Scientist, Data Engineer, Solutions Architect, Solutions Technical Services.)	2.27%	Per Hour or Per Package Configuration
Digital.ai	Success Subscription - Premium Large, Standard and Small implementation packages	6.00%	Per Subscription
Esper	Additional Implementation Support (beyond contract scope) Specialized Staff Required (To include but not limited to: Engineer, product Manager, Product and Interaction Designer, Integration Specialist, etc..)	5.00%	Per Hour
Harness	Continuous Delivery - Enterprise - Services - Connected - On Premise implementation	5.00%	Per Day
OpenGov	Technical Services Deployment and Implementation - Prepaid Packages Configurations	5.00%	Per Hour
OpenGov	Professional Services Deployment and Implementation	20.00%	Per Hour
StreamSets	StreamSets Jumpstart Implementation Package	10.00%	Per Instance
StreamSets	Technical Services on the StreamSets platforms	10.00%	Per Day
StreamSets	Enhanced Plus Support Packages	3.00%	Per Subscription

Vertosoft, LLC APPENDIX C – PRICING INDEX DIR-CPO-5327 Software (COTS) and Related Services			
Brand	Category	DISCOUNT OF MSRP/List Price	Unit of Measure
Thirdline	Onboarding and Implementation Packages Full Suite or by Module	9.09%	Per Suite Install or Per Module
Tricentis	Various Implementation Packages Configurations	9.09%	Per Package
Workiva	Workiva Wdesk Document optimization and Technical Services -ACFR Onboarding and Implementation Services	16.00%	Per Hour
All Brands / Vertosoft	Financial Management - Aftercare Extended Support	5.00%	Varies based on Customer Needs
All Brands / Vertosoft	Implementation	20.00%	Per Hour
All Brands / Vertosoft	Configuration	20.00%	Per Hour
All Brands / Vertosoft	Integration	20.00%	Per Hour
All Brands / Vertosoft	Technical Services	20.00%	Per Hour
All Brands / Vertosoft	Data Analysis	20.00%	Per Hour
All Brands / Vertosoft	Data Storage	20.00%	Per Hour
All Brands / Vertosoft	Training	20.00%	Per Hour
All Brands / Vertosoft	Architecture Support	20.00%	Per Hour
Autura	Implementation and Training for vehicle management	5.00%	One Time Fee per Agency/Per Package Configuration
Cornerstone OnDemand	Implementation and configuration packages	10.00%	Varies based on configuration

Fluxx Labs	Implementation, onboarding, configuration, etc. support services.	5.00%	Per Hour/Per Package Configuration
HAAS Alert	Activation packages	5.00%	Per vehicle
Ivy.ai	Implementation and configuration packages	5.00%	Per Package
MicroStrategy	Various support configurations	5.00%	Varies based on configuration
Motive Technologies	Install and configuration packages	5.00%	Per Package Configuration
OPSWAT	Implementation and configuration support packages	5.00%	Per Package Configuration
Profit Apps	Product training, implementation, planning, and coaching.	5.00%	Per Package Configuration
SecurityScorecard	Various testing, implementation, and monitoring	2.00%	Varies based on configuration
UKG	Various Implementation and Training Services/Support	5.00%	Varies based on Customer Needs
WordPress VIP	Various application support, migration services.	5.00%	Per Package
Worldgate	Various Human Resource and Workforce Investment Support services.	3.00%	Per Hour/Per Unit
Zendesk	Support for Customer Interaction and Experience	5.00%	Per Package Configuration
Collibra	Various implementation, support, integration, and more	1.26%	Varies based on configuration
Gravity	Various implementation and configuration	5.00%	Varies based on configuration
Illumio	Various support configurations	5.00%	Varies based on configuration
Immersive Labs	Various support and training configurations	5.00%	Varies based on configuration
MongoDB: Atlas for Government	Various support configurations	1.00%	Varies based on configuration
MongoDB: Enterprise Advanced	Various support configurations	1.00%	Varies based on configuration



OpenGov End User License Agreement

The parties to this End User License Agreement (this "Agreement") are OpenGov, Inc., a Delaware corporation ("OpenGov"), and the party procuring OpenGov's products and services ("Customer") through an authorized reseller ("Reseller"). This Agreement sets forth the terms under which OpenGov will provide its products and services to Customer through the Reseller.

1. Definitions

- 1.1. "Customer Data" means the data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer's software systems of record) including any data transmitted through the Software Services.
- 1.2. "Documentation" means any written, electronic, or online materials produced by OpenGov, and made available to Customer in connection with the Software Services, including user guides, training materials, FAQs, and technical support content, but excluding Product Documentation.
- 1.3. "Intellectual Property Rights" means all past, present, and future intellectual property rights including those associated with works of authorship, copyrights, moral rights, trademarks, trade names, trade secrets, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. "Order Form" means the document(s) used between the Reseller and the Customer to purchase the Software Services and Professional Services that OpenGov will provide to Customer. All such Order Form(s) are incorporated into this Agreement by reference.
- 1.5. "Party" (or "Parties") refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. "Product Documentation" means the technical specifications that describe the features, functionality, configuration, and intended operation of the Software Services located at <https://opengov.my.site.com/support/s/agreement-product-documentation>, which is incorporated into this Agreement by reference.
- 1.7. "Professional Services" means the implementation, configuration, training, consulting, or other professional services provided by OpenGov or its authorized partners, and identified in the applicable Statement of Work.
- 1.8. "Software Services" means the commercial-off-the-shelf software products and services provided by OpenGov and identified in the applicable Order Form.
- 1.9. "Statement of Work" or "SOW" means the document(s) separately executed by the Parties or attached as an exhibit to this Agreement or any applicable Order Form, that specifies the Professional Services that OpenGov will provide to Customer. All such SOW(s) are incorporated into this Agreement by reference.
- 1.10. "Subscription Term" means the time period from the start date of the Software Services

specified on the first Order Form to the last end date of the Software Services specified on any Order Form.

2. Software Services, Support, and Professional Services

2.1. Software Services.

- 2.1.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Software Services.
- 2.1.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide the applicable level of support in accordance with the Support and Software Service Levels located at <https://opengov.com/service-sla>, which is incorporated into this Agreement by reference.

2.2. Professional Services.

- 2.2.1. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the Professional Services, if applicable. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not knowingly or negligently, permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any personal, sensitive, or personally identifiable information to OpenGov in a manner that violates Customer's obligations under the Data Processing Addendum.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers, third-party software systems of record, and application programming interfaces needed to connect to, access or otherwise use the Software Services. Customer shall also be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, in accordance with industry standards, and (c) all uses of Customer user accounts by any party other than OpenGov. OpenGov is not responsible

for the operation, support, or security of any third-party software, systems, or services not provided by OpenGov.

- 3.3. Data Processing Addendum. To the extent OpenGov processes any Customer Data that contains personal information, personally identifiable information, or sensitive personal information on behalf of Customer in the course of providing the Software Services and Professional Services under this Agreement, the Parties agree to comply with the terms of the Data Processing Addendum, located at <https://opengov.com/data-processing-addendum>, which is incorporated into this Agreement by reference.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. OpenGov's Intellectual Property Rights. OpenGov exclusively owns and retains all right, title, and interest to the Software Services, Professional Services, Documentation, and Product Documentation, including all Intellectual Property Rights therein. This includes, without limitation, all underlying technology, software, user interfaces, visual design elements (such as the "look and feel"), custom fonts, graphics, workflows, button icons, and any derivative works (e.g., enhancements, modifications, or corrections), including but not limited to those that are created in connection with or through the use of the Software Services, Professional Services, Documentation, or Product Documentation. Customer may not reproduce, modify, distribute, or create derivative works based on any part of the Software Services, in whole or in part, without OpenGov's prior written consent.
- 4.2. License Grant to Customer. OpenGov grants Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the Software Services, Documentation, and Product Documentation during the Subscription Term for its internal use and the purpose as described in this Agreement. No additional rights or licenses shall be deemed granted.
- 4.3. Customer's Intellectual Property Rights. Customer retains all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. Customer grants OpenGov and its authorized partners (such as cloud hosting providers) a non-exclusive, royalty-free license to access, use, store, edit, reformat, and otherwise process Customer Data for the purpose of providing, maintaining, developing, and improving OpenGov's products and services.
- 4.4. Aggregated and Anonymized Data. Customer agrees that OpenGov and its authorized partners may use aggregated and anonymized data derived from Customer Data to provide, maintain, develop, and improve OpenGov's products and services, to provide general customer service support and improvements, and to perform data and usage analytics. Any insights, developments, or improvements arising from such aggregated, anonymized data shall be owned by OpenGov.
- 4.5. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software

maintenance periods. For a period of 30 days after expiration of the Term, Customer may request that OpenGov complete a one-time transfer of Customer Data in a format customarily used in the industry at OpenGov's then-current hourly rate.

- 4.6. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.6, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement, in accordance with the notice requirements set forth in Section 10.2.
- 4.7. Feedback. "Feedback" means any suggestions, comments, ideas, recommendations, usage, or other input provided by Customer to OpenGov regarding the services. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use such Feedback in the Software Services, Professional Services, Documentation, and Product Documentation. OpenGov will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to any improvements, modifications, or derivative works to the Software Services, Professional Services, Documentation, and Product Documentation that are based on or derived from such Feedback.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, Documentation, and Product Documentation.
- 5.2. Confidential Information does not include information that: (a) was publicly known or becomes publicly known through no breach of this Agreement by the receiving Party; (b) is required to be disclosed upon request under any applicable federal, state, or local public records laws; (c) Customer expressly directs OpenGov make publicly available; (d) was lawfully known to the receiving Party without restriction on disclosure before receipt from the disclosing Party; (e) is disclosed to the receiving Party by a third party who has the right to make such disclosure without restriction; or (f) is independently developed by the receiving Party without access to the disclosing Party's Confidential Information.
- 5.3. Each Party agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law, subpoena, or court order, it must, to the extent legally permitted, promptly notify the other Party in writing prior to the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Subscription Term. This Agreement begins on the Effective Date and will remain in effect until the termination or expiration of all active Order Forms entered into under this Agreement ("Term"), unless earlier terminated pursuant to this Section 6.
- 6.2. Renewal. This Agreement will renew if Customer enters another Order Form for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. Termination for Cause. If either Party materially breaches this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching Party, the non-breaching Party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. If required by applicable law, Customer may terminate this Agreement if it does not appropriate funds for a future fiscal year. In order to terminate for non-appropriation, Customer must provide at least 30 days' prior written notice, provided it is after the first full year of the Agreement. Obligations to pay fees are non-cancelable, and payments are non-refundable. This section may not be used as a substitute for termination for convenience.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all of the Software Services and Professional Services for the then-current annual term; (b) OpenGov shall stop providing the Software Services and the Professional Services to Customer; and (c) with the exception of Customer Data, the return and deletion of which are addressed in Section 4, each Party shall, upon request of the other Party, return or delete any of the other Party's Confidential Information.

7. Payment of Fees

Fees for the Software Services and Professional Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services or Professional Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Order Form.

8. Representations and Warranties; Disclaimer

- 8.1. By OpenGov.
 - 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
 - 8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty

to OpenGov within 90 days of the completion of the Professional Services pursuant to the applicable SOW to receive such warranty remedies.

- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the then-current Product Documentation. The foregoing warranty does not apply to (a) any Software Services that have been used in a manner other than as set forth in this Agreement or (b) any pre-release features, functionality, or beta software services that Customer elects to use in the beta phase of development. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the Agreement and Reseller will be entitled to a refund of the pre-paid, unused portion of the fees from the date of the discovery of the defect. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect to receive such warranty remedies.
- 8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate Intellectual Property Rights of any third party.
- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO RESELLER FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE ORDER FORM IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims arising out of fraud or willful misconduct by either Party; (b) either Party's infringement of the other Party's Intellectual Property Rights; (c) breach of obligations under Section 3.1; and (d) payment obligations under this Agreement.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the Parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party will be liable for any delay or failure to perform its obligations under this Agreement, due to any events beyond its reasonable control, including but not limited to acts of god, acts of governmental authority, war, riot, labor disputes, failures of performance by any third-party services, utilities, or equipment failures, or any other events beyond the Party's reasonable control. Notwithstanding the foregoing, Customer shall remain obligated to perform its obligations under Section 7.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination or

expiration: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.6 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability), and Section 10 (Miscellaneous).

- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Neither Party may assign, or otherwise transfer this Agreement without the other Party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither Party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The Parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party. No third parties are authorized to modify this Agreement. If there is a conflict between this Agreement and any other attached or incorporated document, the terms of this Agreement will control unless expressly stated otherwise.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1341429

Date Filed:
07/24/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vertosoft LLC
Leesburg, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Duncanville TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Q-11949
software and services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jay Colavita, and my date of birth is 02/05/1973.

My address is 1602 Village Market Blvd STE 320, Leesburg, VA, 20175, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Loudoun County, State of VA, on the 29 day of July, 2025.
(month) (year)

H. Jay Colavita
Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 703-667-5940 FAX (A/C, No): 703-991-4838 E-MAIL ADDRESS: certs@preferins.com		
INSURED Vertosoft LLC 1602 VILLAGE MARKET BLVD SE STE 320 Leesburg VA 20175		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance		20508
		INSURER B : Continental Casualty Company		20443
		INSURER C : Continental Insurance Company		35289
		INSURER D : Arch Specialty Insurance Company		21199
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 1029309822

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7013027475	12/1/2024	12/1/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Duncanville, TX is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary. Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

CERTIFICATE HOLDER

CANCELLATION

Duncanville, TX 203 E. Wheatland Road Duncanville TX 75116	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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7013025936



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



7013027489

G-15057-C
(Ed. 06/05)

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured identified under **SECTION II – WHO IS AN INSURED** of this policy.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:
 - (i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and
 - (ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph (1) a.(3) only, if (a) "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the

termination of this policy period; and (b) no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

- b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

This Insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

b. Contractual Liability

"Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the

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assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of a criminal act committed by or at the direction of the insured;
- (5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- (6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";
- (8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

- (9) Committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of websites for others; or
 - (c) An Internet search, access, content or service provider;

However, this exclusion does not apply to paragraphs **10. a., b. and c.** of "personal and advertising injury" under **SECTION V – DEFINITIONS**;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or
- (11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

- (1) Workers' compensation;
- (2) Disability benefits; or
- (3) Unemployment compensation

law or any similar law.

e. Employers Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

- (1) To liability assumed by the insured under an "insured contract"; or
- (2) Only to the extent that coverage is provided by "scheduled underlying insurance."

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f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."
 - (e) That are, or that are contained in property that is:
 - (i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile";
 - (ii) Otherwise in the course of transit;
 - (iii) Being stored, disposed of, treated or processed in or upon the covered "automobile";
 - (f) Before the "pollutants" or property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or
 - (g) After the "pollutants" or property in which the "pollutants" are contained are moved

from the covered "automobile" to the place where they are finally:

- (i) Delivered;
 - (ii) Disposed of; or
 - (iii) Abandoned
- by the insured.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph (e)(iii) does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs (f) and (g) do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- (2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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(3) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

g. Watercraft

"Bodily injury" or "property damage" arising out of the:

- (1) Ownership;
- (2) Maintenance;
- (3) Use; or
- (4) Entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A "watercraft" while ashore on premises you own or rent;
- (2) A "watercraft" you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge; or
- (3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

h. Aircraft

The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":

- (1) Owned by an insured; or
- (2) Chartered without crew by an insured or on an insured's behalf.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft" that is owned or operated by or rented or loaned to any insured.

i. War

Any liability arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

k. Damage to your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. E.R.I.S.A.

Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers

Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws

Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

s. Nonemployment Related Discrimination

To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos

- (1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or
- (2) Any loss, cost or expense that may be awarded or incurred:
 - (a) By reason of a claim or "suit" for any such injury or damage; or
 - (b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes

- (1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or
- (2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica

- (1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica;" or

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- (2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured

Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices

Any liability arising out of:

- (1) A refusal to employ;
- (2) Termination of employment;
- (3) Demotion, evaluation, reassignment, discipline;
- (4) Coercion, defamation, discrimination, harassment or humiliation; or

any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation

"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation

"Bodily injury" or "property damage" for which an insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation

Any liability arising out of the:

- (1) Ownership;
- (2) Maintenance;
- (3) Use; or
- (4) Entrustment to others

of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion f. of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED

1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

- a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

- b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

- c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

- d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.

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No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

- e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control or, or over which physical control is being exercised for any purpose by

you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

- c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

- (1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.
- (2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:
 - (i) The limits specified in the written contract; or
 - (ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits."

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- d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or
 - e. Coverages under which loss is insured in this policy.
2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net loss":
- a. Included in the "products-completed operations hazard";
 - b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-completed operations hazard"; and
 - c. To which no "scheduled underlying insurance" applies.
- The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."
3. Subject to 2. above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising out of any one "incident."
4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:
- a. Expenses;
 - b. Settlements; or
 - c. Judgments
- paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:
- a. Apply in excess of such reduction of "scheduled underlying insurance"; or
 - b. Apply in place of the exhausted amount of "scheduled underlying insurance."
- Nothing in a. or b. above shall serve to increase the limits of insurance shown in the Declarations.
5. The limits of this policy shall apply separately to:
- a. Each consecutive annual period; and
 - b. Remaining periods of less than 12 months;
- starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less

than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

- a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

- (1) Particular information sufficient to identify the insured;
- (2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and
- (3) Names and addresses of the insured and of available witnesses.

- b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

- (1) A claim is made or "suit" is brought against you;
- (2) You receive notice that a right to bring claim or "suit" against you will be asserted; or
- (3) You obtain information that the obligation of "underlying insurers" to:
 - (a) Investigate;
 - (b) Defend;
 - (c) Pay on behalf of; or
 - (d) Indemnify
 you has ceased.

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Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

- a. Judgment against you after actual trial; or
- b. Written agreement between us, you and the claimant.

4. Other Insurance

This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.
- c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.
- d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is

brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating

If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:

- a. "Scheduled underlying insurance";
- b. "Unscheduled underlying insurance"; or
- c. "Retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

- a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;
- b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;
- c. Court fees;
- d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

- (1) Paid;

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(2) Offered to pay; or

(3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer."

12. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

- a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;
- b. We are then to be reimbursed up to the amount we paid;
- c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit." Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All named insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all named insureds and other insureds with respect to:

- a. The giving and receiving of notice of cancellation; and
- b. Receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other named Insureds jointly and severally agree to make

such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void ab initio (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- a. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
- b. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by U.S. economic or trade sanctions;
- c. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
- d. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
- e. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

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- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Automobile"** means

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

4. **"Aircraft"** means a vehicle designed to transport persons or property in the air.

5. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. The part of other contracts or agreements pertaining to your business (including an

indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Designs; or
- (h) Specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in a.(1) above and supervisory, inspection or engineering services; or

- c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. **"Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";
- b. While it is in or on an "aircraft," "watercraft" or "automobile"; or
- c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."

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8. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles that travel on crawler treads;
- c. Vehicles maintained for use solely on or next to premises you own or rent;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following type of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

- (1) Equipment designed primarily for:
 - (a) Snow removal ;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a

compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles"

9. **"Incident"**

- a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. **"Personal and Advertising Injury"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- d. Discrimination, unless such insurance is prohibited by law;
- e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement;"
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. a. **"Products-completed operations hazard"** includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:

- (1) Products in your physical possession; or
- (2) Work not yet completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following:

- (1) When all work called for in the "insured contract" has been completed;
- (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or

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(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:

- (a) Service;
- (b) Maintenance;
- (c) Correction;
- (d) Repair; or
- (e) Replacement;

but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or
- (2) The existence of:
 - (a) Tools;
 - (b) Uninstalled equipment; or
 - (c) Abandoned or unused materials.

12. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "Suit" means a civil proceeding in which damages because of:

- a. "Bodily injury";
- b. "Property damage"; or
- c. "Personal and advertising injury";

to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding alleging such damages to which you must submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

- a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

- (1) Final adjudication on the merits; or
- (2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

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b. "Ultimate net loss" does not include the following:

(1) Costs or expenses related to:

- (a) Litigation,
- (b) Settlement;
- (c) Adjustment; or
- (d) Appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

- (2) Pre-judgment interest;
- (3) Office costs and expenses and salaries and expenses of the employees of an insured;
- (4) Our office costs and expenses and salaries of our employees; or
- (5) General retainer and/or monitoring fees of counsel retained by the insured.

19. **"Underlying insurer"** means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

- a. "Unscheduled underlying insurance"; and
- b. "Scheduled underlying insurance."

20. **"Unscheduled underlying insurance"**

a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

- (1) Primary;
- (2) Excess;
- (3) Excess-contingent; or
- (4) Otherwise;

except the policies listed in the Schedule of Underlying Insurance.

b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. **"Watercraft"** means a vehicle designed to transport persons or property in or on water.

22. **"Authorized Insured"** means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including

systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. **"Fungi or microbes"** means:

- a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and
- b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.

But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. **"Silica"** means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains "silica."

27. **"Asbestos"** means the mineral in any form whether or not the asbestos was at any time:

- a. Airborne as a fiber, particle or dust;
- b. Contained in or formed a part of a product, structure or other real or personal property;
- c. Carried on clothing;
- d. Inhaled or ingested; or
- e. Transmitted by any other means.

28. **"Volunteer worker"** means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

- a. Investigate and defend the insured; or
 - b. Pay the cost of such investigation and defense;
- ceases solely through exhaustion of all underlying limits of insurance through payment of a combination

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of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

- a. Assume the investigation and defense of the insured against "suits" seeking damages; or
- b. If we elect not to assume the investigation and defense in 1.a. above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:
 - (1) Office expenses of the insured;
 - (2) Salaries and expenses of employees; and
 - (3) General retainer fees of counsel retained by the insured.

2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:
 - a. "Scheduled underlying insurance"; and
 - b. "Unscheduled underlying insurance";

but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expenses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either 1. or 2. above, even if the allegations of a "suit" are:

- a. Groundless;
- b. False; or
- c. Fraudulent;

but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.
5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.
6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.
7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will

not pay prejudgment interest on that period of time after we offer to pay:

- a. Our limit of insurance; or
- b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."

8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:

- a. Paid;
- b. Offered to pay; or
- c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

- a. Paid;
- b. Offered to pay;
- c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability \$250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

- I. This policy does not apply:

- A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"

1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada;

or any of their successors, or would be an insured under any such policy but for its

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termination upon exhaustion of its limit of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law or amendment thereof; or
 - b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material," and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" "personal and advertising injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:
 1. The "nuclear material":
 - a. Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - b. Has been discharged or dispersed therefrom;
 2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 3. The "bodily injury," "personal and advertising injury," or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:
 - a. Planning;
 - b. Construction;
 - c. Maintenance;
 - d. Operation; or
 - e. Use of

any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (C.3.) applies only to "property damage" to such "nuclear facility" and any property threat.

II. As used in this endorsement:

- A. "Hazardous properties" include radioactive, toxic or explosive properties.
- B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."
- C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."
- E. "Waste" means waste material:
 1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and
 2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs 1. and 2. of the definition of "nuclear facility."
- F. "Nuclear facility" means:
 1. Any "nuclear reactor";
 2. Any equipment or device designed or used for:
 - a. Separating the isotopes of uranium or plutonium;
 - b. Processing or utilizing "spent fuel"; or
 - c. handling, processing or packaging "waste";
 3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:
 - a. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - b. 250 grams of uranium 235;
 4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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C.	Additional Provisions Pertinent to Additional Insured Coverage
1.a.	Primary – Noncontributory provision
1.b.	Definition of "written contract"
2.	Additional Insured – Extended Coverage
II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
B.	Broad Knowledge of Occurrence
C.	Estates, Legal Representatives and Spouses
D.	Fellow Employee First Aid
E.	Legal Liability – Damage to Premises
F.	Personal and Advertising Injury – Discrimination or Humiliation
G.	Personal and Advertising Injury – Broadened Eviction
H.	Waiver of Subrogation – Blanket

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.
- B. MISCELLANEOUS ADDITIONAL INSUREDS**
1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
 2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.
- Any coverage granted by this endorsement shall apply only to the extent permitted by law.
3. Only the following persons or organizations can qualify as additional insureds under this endorsement:
 - a. **Controlling Interest**
Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:
 - (1) such person or organization's financial control of you; or
 - (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;
 provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.
 - b. **Co-owner of Insured Premises**
A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.
 - c. **Grantor of Franchise**
Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

SB146932G
(Ed. 10-19)**d. Lessor of Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.



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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for **"bodily injury," "property damage" or "personal and advertising injury"** for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For **"bodily injury," "property damage," or "personal and advertising injury"** arising out of the rendering or failure to render any professional services;
- (2) For **"bodily injury" or "property damage"** included in the **"products-completed operations hazard."** But this provision (2) does not apply to such **"bodily injury" or "property damage"** if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the **"written contract"**; and
 - (b) The **"written contract"** requires you to make the person or organization an additional insured for such **"bodily injury" or "property damage"**; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A. and **B.** above:**

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a **"written contract"** requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:
 - (a) The **"bodily injury" or "property damage;"** or
 - (b) The offense that caused the **"personal and advertising injury";**
 for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured is amended to make the following natural persons insureds.**

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

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- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) **"Bodily injury"** or **"personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) **"Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of **"Bodily injury"** is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such **"occurrence,"** offense, claim or **"suit"** is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any **"executive officer"** or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

BLANKET AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/1/2023

Policy No. 7013027475

Endorsement No.

Insured

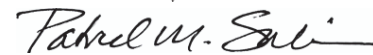
Vertosoft LLC

Premium \$

Insurance Company

CNA

Countersigned by

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

RESOLUTION NO. 2025-537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT WITH VERTOSOFT THROUGH TEXAS DIR CONTRACT DIR-CPO-5327 FOR THE OPENGOV BUDGET AND PLANNING SOFTWARE, IN THE AMOUNT OF \$138,523.68 OVER A THREE YEAR PERIOD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS, AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to continue to use the software program that achieves the Governmental Finance Officers Association (GFOA) best practice for transparency, budget planning, and a digital, online budget book; and,

WHEREAS, the City has entered into an interlocal cooperative purchasing agreement with Texas Department of Informational Resources.

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

SECTION 1. Council approves the City Manager to enter into an agreement with OpenGov for the procurement of online software for increased transparency and user interaction with budgeting and project tracking.

SECTION 2. An expenditure is hereby authorized in an amount not to exceed \$138,523.68 covering FY 2026, FY 2027, and FY 2028.

SECTION 3. The City Manager is hereby authorized to execute all necessary documents.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution authorizing a contract for lease of fiber services with Segra for an estimated amount of \$1,211,000.00 over the next ten years.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Clayton Ganzer, IT Director

BACKGROUND/HISTORY:

Currently the Public Works Department is utilizing low bandwidth cellular systems for the communication between their servers and remote water locations. With the recent upgrade of the water station control system the cellular system would need a complete upgrade in order to provide the increased network bandwidth for the new system. A fiber based system allows us to not only have the network bandwidth for the new control system, but to also add additional capabilities such as: network security, network monitoring, surveillance camera systems, convert costly analog phone lines to VoIP, as well as have redundant connectivity in case of primary failure. Segra was the only fiber leasing contractor that had the ability to get to all of our remote sites. This funding is budgeted to begin with the fiscal year 2026 and will be paid out of the Utility Fund.

POLICY EXPLANATION:

The City must maintain secure and robust communications for the safe operation of our public water infrastructure.

FUNDING SOURCE:

ORG and Object Number

02312000-700464

Available Budget

\$120,372

Purchase Amount

\$105,600 - FY 2026

After Encumber

\$14,772

ACTION ALTERNATIVES:

1. Approve funding up to the amount of \$1,211,000, over the next ten years to provide leased fiber from Segra.
2. Do not approve funding.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-542 - Segra Fiber Lease - Pdf](#)

[City of Duncanville - Service Order - #56995 - Dark Fiber Network - 8-29-2025](#)

[Exhibit A](#)

RESOLUTION NO. 2025-542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE LEASE OF FIBER SERVICES WITH SEGRA FOR AN ESTIMATED AMOUNT OF \$1,211,000.00 OVER THE NEXT TEN YEARS, THROUGH FISCAL YEAR 2035; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City IT and Public Works Departments want to create a more secure, robust, and redundant network for the water system; and

WHEREAS, this is being paid for out of the Utility fund; and

WHEREAS, the City of Duncanville has entered into a contract with Segra for products and services.

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

SECTION 1. The City Council hereby approves the acquisition of services available from Segra in accordance with its unit prices as set forth in the contract, and, the City Manager or her designee is hereby authorized to issue the appropriate purchase orders.

SECTION 2. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Docusign Envelope ID: 0A9F695F-198E-4F19-BE0A-E5A9EC97AE08



Dark Fiber Service Order

#56995

Contact Information	
Unite Private Networks, LLC d/b/a Segra ("Segra")	City of Duncanville ("Customer")
COMPANY CONTACT: Amy Jordan	COMPANY CONTACT: Richard Abernathy
EMAIL: Amy.Jordan@segrafiber.com	EMAIL:
PAYMENT ADDRESS: 120 W 12th St, Floor 11 Kansas City, MO 64105	BILLING ADDRESS: 203 E Wheatland Rd Duncanville, TX 75116
Billing Information and Service Commitment Period	
Order Type:	New
Segra Service Order ID:	56995
Service Type(s):	Dark Fiber (DF)
Initial Service Order Term:	120 months
Circuit 1	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 330 Shady Trail Dr Duncanville, TX, 75137 Point of Demarcation: MPOE
Circuit 2	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 1110 N Main St Duncanville, TX, 75116 Point of Demarcation: MPOE
Circuit 3	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 1839 Straus Rd Cedar Hill, TX, 75104 Point of Demarcation: MPOE
Circuit 4	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 1835 Meadowcrest Ln Duncanville, TX, 75137 Point of Demarcation: MPOE
Circuit 5	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 110 N Clark Rd Duncanville, TX, 75116 Point of Demarcation: MPOE
Circuit 6	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 32.63346, -96.89161, Duncanville, TX, 75137 Point of Demarcation: MPOE
Circuit 7	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 32.63274, -96.92542 Duncanville, TX, 75137 Point of Demarcation: MPOE
Circuit 8	
<u>Location A</u> Address: 203 E Wheatland Rd Duncanville, TX, 75116 Point of Demarcation: MPOE	<u>Location Z</u> Address: 32.66192, -96.90681 Duncanville, TX, 75116 Point of Demarcation: MPOE
Remainder of page left blank intentionally – Signature page follows.	

Docusign Envelope ID: 0A9F695F-198E-4F19-BE0A-E5A9EC97AE08



Dark Fiber Service Order

#56995

Service and Pricing Schedule				
Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: 6 Strands (3 Pairs) DF	120 months	\$1,800.00	\$0.00
New	Circuit 2: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 3: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 4: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 5: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 6: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 7: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 8: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
Total =			\$8,800.00	\$0.00

Acknowledgments: Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided to Customer in this Service Order ("Customer Fibers") will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above.

Service Order Term: The term of this Service Order shall commence upon installation of all Customer Fibers described herein and shall continue in effect for the term delineated above ("Initial Service Order Term"). Thereafter, this Service Order may be renewed for successive one (1) year periods by mutual written agreement (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable. Notwithstanding the above, Customer shall be invoiced for its first monthly recurring charge upon the installation of the first circuit. Each subsequent monthly recurring charge shall be billed on a line-item basis until all circuits have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed above and this total monthly recurring charge shall continue for the duration of the Service Order Term. For clarity, on a multi-circuit Service Order, the Service Order Term shall commence upon the Acceptance of all circuits.

Points of Demarcation: Customer will meet Segra at the Minimum Point of Entry ("MPOE") unless otherwise noted above. The MPOE is the closest practical point to where the cable enters the building. In the event Customer desires the installation to occur somewhere other than the MPOE, Customer understands that there will be additional costs.

Customer Acknowledgement of Existing Business Relationship: Customer acknowledges it is aware that an agent helped to arrange and facilitate this Service Order between Customer and Segra, information related to which may be shared with the agent. Customer acknowledges and understands Segra has a prior and current business relationship with the agent.

This Dark Fiber Service Order includes and incorporates by reference the Terms and Conditions Applying to Dark Fiber Services attached hereto (the "Terms and Conditions"). Customer and Segra agree to be bound by the Terms and Conditions.

Unite Private Networks, LLC d/b/a Segra:

City of Duncanville:

Signed by:

 Signature: _____
 Name: Cliff McDow
 Title: Regional VP Sales - South
 Date: 8/29/2025

Signature: _____
 Name: Richard Abernethy
 Title: Interim City Manager
 Date: _____

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Dark Fiber Service Order

#56995

Terms and Conditions Applying to Dark Fiber Services

1. **Dark Fiber Service Orders.** Dark fibers leased to Customer under this Agreement will be memorialized on service orders, route orders, or similar documentation provided by Segra, negotiated between the Parties, and signed by an authorized member of each Party ("Service Orders"). Segra's obligation to provide Customer Fibers shall only arise upon a valid Service Order executed by both Parties. Upon the full execution of a Service Order, Segra grants and conveys to Customer a lease to use the specific strands of dark fiber ("Customer Fibers") designated by Segra within the Service Order. Each Service Order shall, at a minimum, identify the (i) route(s); (ii) Point(s) of Demarcation (as "Point(s) of Demarcation" is defined in Section 6); (iii) number of Customer Fibers to be leased to Customer; (iv) Service Order Term; (v) monthly recurring charges ("MRC"); and (vi) non-recurring charges ("NRC"). In no event shall Segra be responsible for obtaining on behalf of Customer any equipment used to transmit capacity over or "light" the Customer Fibers. Customer's use of Customer Fibers shall be limited to Customer. Customer may not assign, lease, or allow any other party the right to use the Customer Fibers or related Segra materials without Segra's prior written consent. The foregoing restriction includes Customer's resale of the Customer Fibers as a "dark fiber" service. Any use of the Customer Fibers by Customer in contravention of this Section 1 shall be considered an event of default and grounds for immediate suspension of service.
2. **Acceptance.** Segra shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation and delivery of the Customer Fibers. Customer shall either accept or reject the Customer Fibers within five (5) days of Segra issuing the associated Service Commencement Letter. If Customer rejects the Customer Fibers, Customer shall provide a written description reasonably detailing failure. Segra shall then re-test and issue another Service Commencement Letter. This process shall continue until the Customer Fibers are in compliance with industry standards and the terms and conditions of this Agreement. Customer shall be deemed to have provided its "Acceptance" on the earlier of (i) written acknowledgement from Customer within the designated five (5) day period that the Customer Fibers are in material compliance with this Agreement; (ii) Customer fails to accept or properly reject within the designated five (5) day period; or (iii) Customer uses the Customer Fibers for any commercial or other non-testing purpose. Notwithstanding the preceding or anything to the contrary in this Agreement, in the event Segra is unable to complete installation of Customer Fibers due to Customer's failure to complete any applicable tasks necessary to allow Segra to complete installation, Customer shall either (1) cancel the affected Services within ten (10) days after receiving written notice from Segra that it is unable to complete installation solely due to Customer's delay, or (2) be deemed to have accepted the Customer Fibers as of the thirtieth (30th) day after Segra provides written notice to Customer that Segra is unable to proceed further due solely to Customer's delay. A "Service Commencement Letter" means the written communication sent from Segra to Customer informing Customer that Services have been installed and are available for Customer's use.
3. **Payment Terms.** Customer shall pay all undisputed charges by check or wire transfer of immediately available funds to the account designated by Segra, unless otherwise agreed to by the Parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following receipt of an invoice from Segra. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by Texas Government Code 2251 (Prompt Payment Act), until the undisputed portions of the invoice are paid in full. All MRC shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer receives Customer Fibers on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September. Unless otherwise stated in the Service Order, any applicable NRC may be invoiced any time after the full execution of this Service Order. In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount. After Segra's receipt of such claim, the parties will undertake a good faith investigation of the disputed charges. At the conclusion of the investigation, any amount mutually agreed upon by the parties will become immediately due and payable by Customer. Unless a claim is submitted in this manner and received by Segra within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges unless otherwise provided by law.
4. **Points of Demarcation and Building Access.** "Point(s) of Demarcation" means the physical point where Segra's obligation to bring and terminate the Customer Fibers ends. Segra shall only be responsible for construction of the Customer Fibers and maintenance activities on the Customer Fibers to the applicable Point of Demarcation. If not otherwise specified on the Service Order, the Point of Demarcation shall be Segra's zero manhole within the public right-of-way ("MPOE"). Point of Demarcation extensions may carry additional charges. In the event the Point of Demarcation at a requested Service location extends onto private property, Customer acknowledges that it will procure all necessary building entrance and property rights ("Access Rights") for Segra to have access and permission to enter. Customer understands that any delay in receiving the Access Rights may cause a corresponding delay in delivery. Customer shall be responsible for all costs (initial and on-going) incurred by Segra related to these Access Rights, including but not limited to any charges or fees imposed on Segra by the applicable property owner or landlord. In the event Customer is unwilling or unable to pay for such fees imposed by the property owner or landlord, Segra shall have the option to cancel affected Services and Customer shall be responsible for payment of Early Cancellation Liability pursuant to Section 13.
5. **Routine Maintenance.** Segra shall perform all routine and emergency maintenance on all Customer Fibers. Segra shall use its best efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact on the continuity or performance level of the Customer Fibers. Notwithstanding the preceding, Segra may perform urgent maintenance at any time for purposes such as restoration of continuity to a severed or partially-severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Customer Fibers or Segra's network.
6. **Notice of Maintenance.** Segra shall provide Customer with telephone, electronic, or written notice of all non-emergency planned network maintenance no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic on the Customer Fibers. If Segra's planned activity is canceled or delayed, Segra shall promptly notify Customer and reschedule any delayed maintenance activity.
7. **Notice of Damage.** Customer shall promptly notify Segra of any matters pertaining to any damage or impending damage to or loss of use of the Customer Fibers or Segra's network that are known to Customer and that could reasonably be expected to adversely affect the Customer Fibers or Segra's network.
8. **Electronics and Equipment.** Subject to Segra's consent, Customer may attach electronic equipment to the Customer Fibers. At Segra's request, Customer will notify Segra of the type, detailing optical wave, and bandwidth associated with such electronics. Any interference by Customer's equipment with Segra's network, facilities, or fibers shall be grounds for withholding or revoking consent. Each Party shall take all reasonable precautions to prevent damage to Segra's network and the Customer Fibers. Customer must immediately remove any equipment adversely impacting the Customer Fibers or Segra's network immediately upon notice from Segra.

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9. Ownership and Encumbrances. Customer acknowledges that it has no title to any fiber, equipment, or materials provided by Segra under this Agreement and shall not in any way encumber the Customer Fibers or any Segra property.
10. Term.
 - (a) Agreement Term. The term of this Agreement shall commence on the full execution of the first Service Order between Segra and Customer and shall continue in effect so long as there is an active and related Service Order in effect that is governed by this Agreement.
 - (b) Service Order Term. The term of each Service Order shall commence on Customer's acceptance of all Customer Fibers memorialized within the Service Order and continue in effect for the period set forth therein (the "Service Order Initial Term"). Thereafter, unless otherwise specified on the Service Order, the Service Order may renew for successive one (1) year periods by written mutual agreement between the parties (each such period, an "Additional Service Order Term" and, together with the Service Order Initial Term, the "Service Order Term") unless and until terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Service Order Initial Term or an Additional Service Order Term, as applicable. Notwithstanding the preceding, if a Service Order contains multiple circuits, segments, and/or Services, Customer shall be invoiced for its first monthly recurring charge upon acceptance of the first Service. Each subsequent monthly recurring charge shall be billed on a line-item basis based on the number of Services that have been accepted until all Services on the Service Order have been accepted, at which time the monthly recurring charge shall be the total monthly recurring charge listed in the Service Order and this total monthly recurring charge shall continue for the duration of Service Order Term. For clarity, the Service Order Term of a Service Order containing multiple Services shall commence upon the acceptance of all Services.
11. Porting. Subject to fiber availability, Customer shall have the option to port the Customer Fibers to a new location and Segra shall waive any applicable early termination charges so long as: (i) the ported location is "On-Net," meaning Segra will incur no construction or related costs to provide Customer Fibers to the ported location; (ii) Customer and Segra enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced; (iii) the replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and (iv) Customer pays a non-recurring charge to cover any construction, splicing, or other costs related to the replacement Service Order, if applicable. Any ported service shall be memorialized in an amendment, Service Order, or similar documentation signed by both parties.
12. Early Termination. In the event that, during the Service Order Term, Segra terminates the Service Order for Customer Default (as "Customer Default" is defined in Section 17(a)) or Customer terminates a Service Order for any reason other than Segra Default (as "Segra Default" is defined in Section 17(b)) ("Early Termination"), Customer shall pay an early termination fee to Segra which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable within thirty (30) days of the date of an invoice for the same. Customer acknowledges that ETL is a reasonable estimate of liquidated damages to be suffered by Segra as a result of the termination and not a penalty.
13. Early Cancellation. In the event that, subsequent to the execution of a Service Order but prior to commencement of the Service Order Term, Segra cancels or terminates a Service Order due to Customer Default, Segra cancels or terminates a Service Order for Customer's failure to obtain Access Rights pursuant to Section 4, or Customer cancels or terminates the Service Order for any reason other than for Segra Default ("Early Cancellation"): (i) Segra may immediately stop work without further notice to Customer; (ii) the Service Order shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) Customer shall immediately reimburse Segra for any third-party termination charges incurred by Segra as a result of such Early Cancellation; (iv) Customer shall pay an amount equal to the greater of (a) seventy-five percent (75%) of all monthly recurring charges for the Service Order Initial Term or (b) Segra's actual and verifiable costs expended toward providing the Service(s) plus twenty-one percent (21%) (the "Early Cancellation Liability" or "ECL"). ECL shall be due and payable within thirty (30) days of the date of an invoice for the same. Customer acknowledges that the ECL is a reasonable estimate of liquidated damages to be suffered by Segra as a result of the cancellation and not a penalty.
14. Relocation Procedures. If Segra determines in its reasonable business judgment, or is required by a third party with applicable legal authority, to relocate all or any portion of the Customer Fibers or any of the facilities, materials, or equipment used to furnish the Customer Fibers to Customer, Segra shall provide Customer prior written notice of any such relocation, if possible. Segra shall utilize commercially reasonable efforts, in coordination and cooperation with Customer, to accomplish the relocation. If the relocation is necessitated solely by Segra, Segra shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share of the costs. "Proportionate Share" means a fair reasonable amount determined by Segra in good faith.
15. Condemnation and Eminent Domain. In the event that any portion of the Customer Fibers becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, Segra and Customer shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Customer Fibers that are subject to the condemnation or eminent domain proceeding.
16. Termination for Lack of Rights. Segra may terminate any affected Service Order without liability to Customer if:
 - (i) Segra's franchise authority is cancelled or terminated for the route(s) set forth in the Service Order;
 - (ii) Segra is prohibited from furnishing the Customer Fibers by regulation, statute, court order, or ruling by the Federal Communications Commission, or any other federal, state or local governmental authority;
 - (iii) Segra's pole attachment and/or conduit use rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service Order is impracticable or prohibited.
17. Default and Cure.
 - (a) Customer Default. Customer shall be in default ("Customer Default") under this Agreement and/or a Service Order in the event of any of the following:
 - (i) Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than fifteen (15) days after Customer receives written notice of such failure from Segra;
 - (ii) Customer fails to comply with any material obligation, agreement, term, or provision of this Agreement or a Service Order and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Segra; provided however, that if such default cannot reasonably be cured within thirty (30)

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days and if Customer is proceeding promptly and with due diligence in curing the default, the cure period shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary;

- (iii) Customer's use of Customer Fibers will violate any law or cause Segra to violate any law;
 - (iv) Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors;
 - (v) Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing;
 - (vi) Customer's lease or use of the Customer Fibers would cause a forfeiture of the rights of Segra to occupy the property where such Customer Fibers, or other Segra facilities, are located; or
 - (vii) Customer or Customer's end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of the Segra's fiber, equipment, or network. In the event of such interference, Segra may immediately disconnect or reclaim the Customer Fibers and take any steps necessary to remedy the interference.
- (b) Segra Default. Segra shall be in default ("Segra Default") under an applicable Service Order in the event Segra fails to comply with any material obligation, agreement, term, or provision of this Agreement or the Service Order and such failure continues for more than thirty (30) days after receipt of written notice from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Segra is proceeding promptly and with due diligence in curing the default, the cure period may be extended by written agreement as may be mutually agreeable by both parties.
- (c) Segra's installation and service will violate any law or cause Customer to violate any law.
- (d) Segra becomes the subject of a voluntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, and such petition or proceeding is not dismissed with sixty (60) days of filing
- (e) Segra's installation and service would cause any forfeiture of the rights of Customer.

Any event of default may be waived at the non-defaulting party's option. Upon the failure of a party to cure a default after notice thereof from the other party and expiration of the above cure periods, the non-defaulting party may, subject to the terms of this Agreement, terminate the affected Service Order and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one party with respect to a Service Order shall not be deemed to be a default with respect to another Service Order.

18. Indemnification. Customer shall, as may be allowed by Texas law, to indemnify, defend, and hold harmless Segra, its directors, officers, employees, representatives, members, partners, trustees, and affiliates from and against all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against Segra for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of Segra facilities; and (d) any violation of any United States intellectual property right arising directly or indirectly from the negligence or intentional acts or omissions of Customer or its representatives or agents.

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability. The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

19. Limitation of Liability. IN NO EVENT SHALL Segra OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE. Except to the extent caused by Segra's gross negligence or willful misconduct, Segra's liability under this Agreement shall be limited to the \$2,000,000 policy outlined in this Agreement.
20. Taxes and Governmental Fees. To the extent permitted by Texas law, in the event Segra is assessed taxes, charges, or fees ("Taxes") related to Customer Fibers being provided to Customer under a Service Order, Segra shall bill such Taxes to Customer in the manner and for the amount permitted by law. Taxes include federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar transfer taxes. Segra shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Segra with a valid exemption certificate. For clarity, Taxes shall not include taxes on Segra's income. The City of Duncanville is a tax exempt governmental entity of the State of Texas.
21. Notice Addresses. All notices and communications concerning this Agreement or applicable Service Order shall be in writing and addressed to the other party as follows:

If to Segra:

120 W 12th Street, Floor 11
Kansas City, MO 64105
Attn: Legal Department

If to Customer:

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City of Duncanville

203 E Wheatland
Duncanville, Texas 75116
972-780-5058

If Customer's notice address information is not listed within this Agreement, the notice address shall be any address associated with Customer as listed in a Service Order.

Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated above, or to such other address as either party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the day after deposit with a nationally recognized overnight courier, or five (5) days after it was mailed.

22. Access and Splicing. Customer shall only have access to the Customer Fibers at the Location A and Location Z Points of Demarcation listed in the applicable Service Order. In order to maintain the integrity of Segra's cable and network, Segra, or a contractor operating under Segra's direction, shall perform all splicing required on the Customer Fibers. Any splicing not anticipated or not accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by Segra and Customer shall be responsible for charges to cover expenses including but not limited to hardware, permitting, engineering, installation, and labor. If Customer desires future expansion at splice points other than at the Location A and Z Points of Demarcation listed in a Service Order, then Customer must request such future expansion from Segra. Segra will grant or deny such request in its sole discretion and complete any splicing and related access work.

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23. Force Majeure. The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause beyond the reasonable control and not attributable to the fault or negligence of the CITY of Duncanville or other delayed party. For clarity, damage to fiber or facilities caused by a third party shall be considered a circumstance beyond Segra's reasonable control. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.
24. Assignment. Neither Party may not assign or otherwise transfer its rights or obligations under this Agreement and/or any associated Service Order without the prior written consent of Segra. Any attempted assignment in contravention of this provision shall be null and void. Either Party may at any time, without consent but on written notice to the other party, assign its rights and obligations under this Agreement and all associated Service Orders to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets whether via merger, sale, stock purchase, or other similar equity arrangement. This Agreement and/or Service Orders governed by this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Segra shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in this Agreement, any related Service Order, or any of Segra's system in connection with any borrowing or financing activity of Segra, provided that any additional party to this agreement by any means shall have and continue to comply with all State and Federal laws, and not be on the debarment list of the Federal or State government. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.
25. Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, Customer represents and warrants to the other that (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement and all related Service Orders and (b) its execution of and performance under this Agreement and all related Service Orders shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.
26. Confidentiality.
 - (a) Confidential Information. For the purposes hereof, "Confidential Information" shall include any and all information that Segra holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to Segra, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, shareholders and information concerning funds and clients advised by Segra, know-how, data and material used or licensed by Segra, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) Segra employee or customer information; (iv) Segra's confidential information disclosed to the other by third parties; (v) rates, terms, or other information relating to this Agreement, and (vi) any information which a reasonable person would deem to be confidential. Customer shall not disclose any of the Segra's Confidential Information to any third party or use any of Segra's Confidential Information for any purpose other than in connection with the receipt of services hereunder. Customer will not use Segra's name or the name(s) of any Segra product(s) or service(s) publicly without Segra's prior written consent. Segra's Confidential Information shall remain its property and shall be either returned to Segra or destroyed promptly upon the termination of this Agreement or the applicable Service Order. If Confidential Information is destroyed, Customer must certify to the destruction. Customer shall not appropriate Confidential Information for its benefit or the benefit of any third party.
 - (b) Obligation to Disclose. Customer will promptly notify Segra if Customer receives a demand from a third party for Confidential Information and Customer shall not disclose the same to such third party without the prior written consent of Segra, except as required by law. If Customer believes that it is legally required to disclose any of the Discloser's Confidential Information, Customer will not disclose such Confidential Information until Customer has notified Segra and Segra shall be entitled to seek a protective order or other appropriate remedy. In the event that Customer is required by law to disclose any Confidential Information, Customer will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained in this Agreement.
27. Miscellaneous.
 - (a) Negotiated Agreement. This Agreement and all Service Orders have been fully negotiated between and jointly drafted by Segra and Customer.
 - (b) Document Precedence. In the event of a conflict between the provisions of this Agreement and an applicable Service Order, the provisions of the applicable Service Order shall prevail.
 - (c) Limited Effect of Waiver. Any waiver or failure to enforce a provision of this Agreement or any Service Order shall not be construed as a general waiver or relinquishment of the provision.
 - (d) Governing Law. This Agreement shall be construed in accordance with the laws of the state of Texas, without reference to its conflict of law provision. The obligations, rights, and remedies of the parties hereunder shall be determined in accordance with such laws.
 - (e) Exclusive Jurisdiction. Any suit, action, or proceeding seeking to enforce any provision of this Agreement or based on any matter arising out of or in connection with this Agreement must be brought in Dallas County, Texas. Each Party hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have. Without limiting the foregoing, each Party agrees that service of process in accordance with Section 21 shall be deemed effective service of process on such Party.
 - (f) Severability. If any term or provision of this Agreement or associated Service Order is, to any extent, determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement and/or the applicable Service Order shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent.
 - (g) Integration. This Agreement constitutes the entire and final agreement and understanding between Segra and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.
 - (h) Amendment. This Agreement and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Segra and Customer.

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Dark Fiber Service Order

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- (i) Counterparts. This Agreement and any Service Order may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
- (j) Acceptable Use. Customer represents and warrants that it shall comply with all relevant laws pertaining to its use of the Customer Fibers.
- (k) Right to Inspect/Audit Records. CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days. The City agrees that any costs related to such audit or inspection shall be borne by the City at the City's sole expense.
- (l) Funding and Non-Appropriation Clause. Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services herein for each subsequent fiscal period through the end of the Service Order Term. The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract.

- (m) If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

- (n) Insurance. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for any one (1) occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvillex.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

- (o) Invoices. The CONTRACTOR shall submit invoices for services or goods rendered and completed. Invoices shall be emailed to the CITY's Accounts Payable Department at accounts payable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the

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remittance address specified on the CONTRACTOR's invoice.

Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.

Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

- (p) **Payment.** The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:
- A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
 - B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment: damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
 - C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay; failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
 - D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
 - E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

- (q) **SAM.gov Registration.** CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.
- (r) Business Registration in Texas. As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements. https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.https://comptroller.texas.gov/taxes/publications/94-108.php

(s) **Business Prohibitions and Requirements**

A. **Prohibition on Contracts with Companies Boycott of Israel**

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. **Transactions with an Abortion Provider or Affiliate**

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. <https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.>

C. **Prohibition against doing business with Foreign Terrorist Organizations**

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. **Discrimination Against Firearm & Ammunition Industries**

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm Trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

E. **Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. **Certificate of Interested Parties Electronic Filing (See Exhibit C)**

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. <https://www.ethics.state.tx.us/filinginfo/1295/>

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The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Dark Fiber Service Order

#56995

Exhibit A

SERVICE LEVEL AGREEMENT

Dark Fiber

This Service Level Agreement (the "SLA") is made by and between City of Duncanville ("Customer") and Unite Private Networks, LLC d/b/a Segra ("Segra") and is related to the Dark Fiber Services provided to Customer under Dark Fiber Service Order #56995. Customer and Segra both may hereinafter be referred to individually as a "Party" or jointly as the "Parties." This SLA sets forth the provisions and commitments relating to the service quality between Segra and Customer and states Customer's sole and exclusive remedies for service interruptions or service deficiencies and applies solely to Segra's Dark Fiber services.

1. **Response to Outage.** Segra shall respond to any failure, interruption, or impairment in the operation of the Customer Fibers immediately after Segra has actual knowledge of any such failure, interruption, or impairment. Segra shall use all commercially reasonable efforts to have the Customer Fibers restored to proper working order within twelve (12) hours of any such failure, interruption, or impairment, subject to the exceptions described in Section 11 below.
2. **Outage.** Customer acknowledges the possibility of an interruption that, subject to the exclusions and restrictions noted below, constitutes an "Outage." If an Outage occurs ("Affected Service"), Segra, upon discovery of the Outage, will immediately commence work to repair the Affected Service.
3. **Outage Credit.** Customer may be entitled to a credit based upon the amount of monthly Outage time experienced by the Affected Service. The credit amount is calculated by determining the percentage of time (calculated in minutes) that the Affected Service experiences an Outage, within a calendar month, in relation to the total calendar monthly minutes of Affective Service ("Outage Minutes %"). The amount of the credit shall be the Outage Minutes % multiplied by the applicable monthly recurring charge ("MRC") for the Affected Service ("Outage Credit"). In no event shall credits be provided to Customer in an amount that exceeds the MRC for the Affected Service.
4. **Trouble Ticket.** To receive an Outage Credit, Customer must initiate a trouble ticket at the time of the Outage by contacting Segra at the Escalation Contact List noted below. The Outage shall be deemed to have commenced upon verifiable notification of outage and initiation of trouble ticket. The Outage shall end upon restoration of the Affected Service as evidenced by appropriate network tests by Segra.
5. **Outage Credit Request.** Customer's written request for an Outage Credit shall be submitted within thirty (30) calendar days of the end of the calendar month in which the Outage occurs. Request shall be submitted to credits@segrafiber.com with a copy to SegraLegal@segrafiber.com.
6. **Payment of Outage Credit.** All approved Outage Credits shall be credited on the next monthly invoice for the Affected Service following Segra approval of the Outage Credit.
7. **Remedies.** The Outage Credits described herein shall be the sole and exclusive remedy of the Customer in the event of any Outage or other disruption, and under no circumstances shall either be deemed an event of default under this Dark Fiber SLA or a Dark Fiber Service Order. Segra, or its representatives, make no warranties, express or implied, including warranties for fitness of use for a particular purpose. The Parties agree that no third party is or shall be entitled to bring any action to enforce any provision of this Dark Fiber SLA against any Party hereto, and that this Dark Fiber SLA shall be enforceable only by the Parties hereto or their respective successors or permitted assignees.
8. **Third-Party Provider Credit.** Notwithstanding anything to the contrary, in the event an Affected Service is being provided by Segra through any third-party fiber, Customer shall not be entitled to any outage credits or recompense in excess of what is provided to Segra by the applicable third-party. In that event, Customer shall receive a credit equal to the lesser of (i) an Outage Credit as described in Section 3 above, or (ii) a pass-through of applicable credits provided to Segra by the third-party.
9. **WARRANTY DISCLAIMER.** EXCEPT FOR THE WARRANTIES CONTAINED HEREIN, Segra DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. **LIMITATION OF LIABILITY.** NEITHER PARTY, THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS SHALL BE LIABLE IN ANY WAY WHATSOEVER, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS REVENUE, LOST BUSINESS, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE BY EITHER PARTY, OR THEIR EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS.
11. **Outage Exclusions.** An Outage shall not be deemed to have occurred in the event that an interruption occurs due to any of the following (each, an "Outage Exclusion"):
 - 11.1 Interruptions caused by the negligence, error, or omission of Customer or others authorized by Customer to access, use, or modify the Customer Fibers.
 - 11.2 Interruptions due to power failures or a failure of Customer-provided equipment ("CPE").
 - 11.3 Interruptions during which Segra or its representatives are not afforded access to the premises.
 - 11.4 Interruptions during any period that Segra has communicated to Customer that the Customer Fibers will be unavailable for maintenance purposes or Customer has released the Customer Fibers to Segra for installation or other purposes.
 - 11.5 Interruptions during any period that Customer elects not to release the Customer Fibers for testing, maintenance, or repair, and continues to use it on an impaired basis.
 - 11.6 Interruptions resulting from Force Majeure.
 - 11.7 Interruptions resulting from Customer's use of any Service in an unauthorized or unlawful manner.
 - 11.8 Interruptions resulting from a Segra disconnect for cause.
 - 11.9 Interruptions not caused by failure of the Segra network.
 - 11.10 Segra's inability to install the Customer Fibers by the requested installation date.
 - 11.11 Interruptions resulting from damage to fiber or facilities caused by a third party.
12. **Escalation Contact List.** To assist Segra in tracking and coordinating all necessary activities for resolving issues expeditiously, the following phone numbers are the first contacts for trouble resolution. All dispatches, if deemed necessary, will be generated through these contacts:

1-866-963-4237 or 816-903-3927

Twenty-four hours a day/seven days a week

The escalation process provides the next step for obtaining information and resolutions in the event that Customer is unable to receive a satisfactory resolution by contact through the phone

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numbers listed above.

Service Escalation Contact List			
Level	Name	Email	Phone
1	Manager – Network Operations Center Austin Jett	austin.jett@segrafiber.com	(816) 859-0610
2	Director – Network Operations Center Jason Hobbs	jason.hobbs@segrafiber.com	(888) 696-0408
3	Vice President – Service Assurance Jeff Wendling	jeffrey.wendling@segrafiber.com	(888) 846-1072
4	Market Vice President – Nebraska Shanon Morris	shanon.morris@segrafiber.com	(402) 575-1239
	Market Vice President – Central Iowa Clark Lundy	clark.lundy@segrafiber.com	(515) 321-3336
	Market Vice President – Eastern Iowa Brent Striegel	brent.striegel@segrafiber.com	(319) 491-4760
	Market Vice President – Kansas City Harold Kalwei	harold.kalwei@segrafiber.com	(816) 500-3737
	Market Vice President – St. Louis Jerry Sorrentino	jerry.sorrentino@segrafiber.com	(314) 722-0052
	Market Vice President – Colorado Christian Kessler	christian.kessler@segrafiber.com	(303) 263-0174
	Market Vice President – Dallas Bill Tyler	bill.tyler@segrafiber.com	(469) 354-3214
	Market Vice President – San Antonio Rick Valadez	rick.valadez@segrafiber.com	(210) 789-6803
	Market Vice President – NM, AZ John Hufnagel	john.hufnagel@segrafiber.com	(505) 301-9118
	Market Vice President – IL, WI, OH, IN, GA, VA George Forbes	george.forbes@segrafiber.com	(478) 832-0669
	Market Vice President – TX, AR, OK George Rutledge	george.rutledge@segrafiber.com	(501) 287-8223
5	Vice President of Operations – North Region Huck Ihnat	huck.ihnat@segrafiber.com	(816) 922-9334
	Vice President of Operations – South Region Eric Filkins	eric.filkins@segrafiber.com	(832) 497-3264
	Vice President of Operations – Central Region Vincent Herrera	vincent.herrera@segrafiber.com	(505) 301-9124
6	Chief Operations Officer Thomas Pope	thomas.pope@segrafiber.com	(704) 290-4671
7	Chief Technology Officer David Cromwell	david.cromwell@segrafiber.com	(816) 509-7420

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Service and Pricing Schedule				
Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: 6 Strands (3 Pairs) DF	120 months	\$1,800.00	\$0.00
New	Circuit 2: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 3: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 4: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 5: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 6: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 7: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
New	Circuit 8: 2 Strands (1 Pair) DF	120 months	\$1,000.00	\$0.00
Total =			\$8,800.00	\$0.00

Acknowledgments: Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided to Customer in this Service Order ("Customer Fibers") will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above.

Service Order Term: The term of this Service Order shall commence upon installation of all Customer Fibers described herein and shall continue in effect for the term delineated above ("Initial Service Order Term"). Thereafter, this Service Order may be renewed for successive one (1) year periods by mutual written agreement (each such period, an "Additional Service Order Term" and, together with the Initial Service Order Term, the "Service Order Term") unless terminated by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Service Order Term or Additional Service Order Term, as applicable. Notwithstanding the above, Customer shall be invoiced for its first monthly recurring charge upon the installation of the first circuit. Each subsequent monthly recurring charge shall be billed on a line-item basis until all circuits have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed above and this total monthly recurring charge shall continue for the duration of the Service Order Term. For clarity, on a multi-circuit Service Order, the Service Order Term shall commence upon the Acceptance of all circuits.

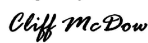
Points of Demarcation: Customer will meet Segra at the Minimum Point of Entry ("MPOE") unless otherwise noted above. The MPOE is the closest practical point to where the cable enters the building. In the event Customer desires the installation to occur somewhere other than the MPOE, Customer understands that there will be additional costs.

Customer Acknowledgement of Existing Business Relationship: Customer acknowledges it is aware that an agent helped to arrange and facilitate this Service Order between Customer and Segra, information related to which may be shared with the agent. Customer acknowledges and understands Segra has a prior and current business relationship with the agent.

This Dark Fiber Service Order includes and incorporates by reference the Terms and Conditions Applying to Dark Fiber Services attached hereto (the "Terms and Conditions"). Customer and Segra agree to be bound by the Terms and Conditions.

Unite Private Networks, LLC d/b/a Segra:

City of Duncanville:

Signed by:

 Signature: _____
 Name: Cliff McDow
 Title: Regional VP Sales - South
 Date: 8/29/2025

Signature: _____
 Name: Richard Abernethy
 Title: Interim City Manager
 Date: _____



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution approving the terms and conditions of Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed-site Home Chemical Collection Center from October 1, 2025, through September 30, 2026, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed \$57,700.00.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

The City of Duncanville has participated in the Dallas County Household Hazardous Waste ("HHW") Network since 1994. Sixteen cities and unincorporated Dallas County are HHW Network Member Cities. The hazardous waste program aims to protect water quality by eliminating household hazardous waste from landfills and stormwater discharges.

As a member of this HHW Network, Duncanville residents can dispose of household chemicals at Duncanville's annual spring community hazardous waste collection event and other member cities' collection events. Additionally, residents can dispose of household chemicals year-round at Dallas County's Home Chemical Collection Center, located at 11234 Plano Road in Dallas.

The City's most recent HHW event was conducted on March 22, 2025, in the Duncanville Senior Center, James Collins Blvd parking lot. It was a success. Two hundred eight households participated, collecting 26,860 pounds of hazardous waste. The HHW collection event date for the upcoming fiscal year has not yet been determined, but will likely be scheduled for early spring.

The City of Duncanville and Dallas County entered into the most recent agreement on September 6, 2022, for Duncanville to join the Dallas Area HHW Network to coordinate the planning and implementation of a hazardous waste collection program from October 4, 2022, through September 30, 2023, with options to renew for four additional, one-year terms.

The proposed Amendment No. 3 will continue the Household Hazardous Waste Program through fiscal year 2026. Duncanville's budget of \$57,700.00 for the upcoming fiscal year will fund the disposal, setup, operational, capital, and transportation costs for residents' HHW collection.

POLICY EXPLANATION:

Participation in the FY2026 HHW Program will provide the City of Duncanville with household hazardous waste disposal services, limit the potential for pollution, and help the City meet its FY2026 federal stormwater permit requirements for public education and measurable public involvement.

FUNDING SOURCE:

ORG and Object Number

19011000-700450 (Sanitation Admin/Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$89,440.00 (FY26 Budget)	\$57,700.00	\$31,740.00

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-531 - Amendment No. 3 to Household Hazardous Waste Interlocal Agreement with Exhibit](#)

RESOLUTION NO. 2025-531

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AMENDMENT NO. 3 TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN DALLAS COUNTY AND THE CITY OF DUNCANVILLE, TEXAS, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," TO PROVIDE HOUSEHOLD HAZARDOUS WASTE SERVICES, INCLUDING A DISPOSAL EVENT AND DISPOSAL SERVICES AT THE DALLAS COUNTY FIXED-SITE HOME CHEMICAL COLLECTION CENTER FROM OCTOBER 1, 2025, THROUGH SEPTEMBER 30, 2026, AS PART OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK, FOR A COST NOT TO EXCEED \$57,700.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL PAPERWORK AND NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of an HHW collection program; and

WHEREAS, the City of Duncanville, Texas, and Dallas County entered into an agreement on September 6, 2022 to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 4, 2022, through September 30, 2023, with options to renew for four additional one-year terms; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order 2025-0849 on August 5, 2025, approving the continuation of the Household Hazardous Waste Program, its FY2026 interlocal agreement with participating cities, and the program's FY2026 budget.

WHEREAS, the City of Duncanville, Texas, and Dallas County desire to exercise the option to renew the agreement by executing Amendment No. 3, which continues the program through FY2026 and updates the overall program budget and the individual city budgets for the new fiscal year; and

WHEREAS, since its inception in 1994, the HHW Network has successfully served the residents of the participating local governments and is prepared to continue providing these services.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement between Dallas County and the City of Duncanville, Texas, attached hereto and incorporated herein as Exhibit "A," to provide household hazardous waste services, including a disposal event and disposal services at the Dallas County fixed-site Home Chemical Collection Center from October 1, 2025, through September 30, 2026, as part of the Dallas Area Household Hazardous Waste Network, for a cost not to exceed \$57,700.00; authorizing the City Manager to execute the necessary documents to conform to this Resolution as appropriate.

SECTION 2. This Resolution shall be effective upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
COUNTY OF DALLAS §

AMENDMENT NO. 3
TO THE HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT
(The "Agreement")
BETWEEN
DALLAS COUNTY
AND
CITY OF DUNCANVILLE
(The "City")
A MEMBER CITY OF
THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK

WHEREAS, on, 2 Aug. 5, 2025, the Dallas County Commissioners Court was briefed on a request from the cities of the Dallas Area Household Hazardous Waste Network to renew and revise the effective term and specify new fiscal year budgets for the Household Hazardous Waste Program Interlocal Agreement ("Agreement") that permits four additional one-year renewals for a five-year total contract term and was authorized by Court Order 2022-0661; and

WHEREAS, the proposed Amendment No.3, along with the attachment C2026, will serve to continue the Household Hazardous Waste Program through fiscal year 2026, while updating overall program budget amounts and individual city budget limits for the new fiscal year; and

WHEREAS, proposed Amendment No. 3 contains no other changes in the basic terms and conditions of the Agreement and incurs no cost to Dallas County.

NOW THEREFORE, by execution of this Amendment No. 3, the Agreement is amended hereby with respect to the items and features described in the Articles below.

I.
PURPOSE

The purpose of this Amendment is to amend the effective term and fiscal year budget of the Agreement without change to the basic terms and provisions. No other sections, provisions, clauses or conditions of the Agreement are waived, deleted or changed hereby, and they shall remain in full force and effect throughout the term of the Agreement and any duly authorized amendments.

II.
AMENDED PROVISIONS

A. The new term of the Agreement shall be October 1, 2025, through September 30, 2026.

B. The language contained in Paragraph 1, *Section IV. City Responsibilities* shall be deleted in its entirety and replaced with the following language:

Page 4 of 6

1. "A sum not to exceed \$57,700 for disposal, setup, operational, capital, and transportation costs for HHW collection for residents of the City during the period from October 1, 2025 through September 30, 2026. This figure is based on the program's annual budget contained in **Exhibit C2026** which is incorporated herein for all purposes.
 - a. Collection, setup, and disposal costs will be paid after-the-fact, based on actual usage by the City at events and at the collection center.
 - b. Operational and capital costs shall be paid quarterly in advance.
 - c. In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation, but will become immediately due and payable in full."

C. Exhibit C2025 of the Agreement entitled *FY2025 HHW Program Budget Summary* shall be deleted and replaced with the attached Exhibit C2026 entitled *FY2026 HHW Program Budget Summary*.

IN WITNESS WHEREOF, by their signatures below, the duly authorized representatives of Dallas County and City of Duncanville, a member city of the Dallas Area Household Hazardous Waste Network, do hereby agree and append this Amendment No. 3 to the Agreement.

EXECUTED THIS the _____ day of _____, 2025.

DALLAS COUNTY:

CITY OF DUNCANVILLE:

BY: Clay Lewis Jenkins
County Judge

BY: _____

APPROVED AS TO FORM:*
John Creuzot
District Attorney

ATTESTED TO:

BY: _____

APPROVED AS TO FORM:

BY: Stephen Sibley

BY: _____

* By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

Exhibit C2026**FY2026 HHW PROGRAM BUDGET SUMMARY**

This exhibit summarizes the total program funding for FY2026 as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on May 13, 2025, and replaces the language contained in Exhibit C2025 of the Household Hazardous Waste Program Interlocal Agreement that was authorized by Court Order 2022-0661.

- Fixed Costs include personnel expense, operating costs, and capital budget, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments.
- Personnel Expense includes all HHW staff salaries and fringe.
- Operating Expense includes supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.
- Capital Expense includes building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.
- Variable costs include estimated direct costs for collection and disposal of hazardous household wastes, which vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for actual collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***
- Collection/Mobilization/Disposal Budget includes estimated costs for staging of events, recycling services, waste containers, waste transportation, and disposal.
- Contract Labor Expense is for part-time, seasonal labor provided by the disposal vendor.

Budget adjustments made to the Operational Budget during the term of the Agreement shall not result in a City Funding amount that exceeds the approved budget total shown herein. The County may make line item transfers within the operating budget when these transfers do not exceed \$5,000. Budget adjustments in excess of \$5,000 must be approved by the HHW Network.

BUDGET SECTION	CITY FUNDING
FIXED COSTS (OPERATIONAL BUDGET)	
Personnel Costs	\$ 867,437
Operating Costs	\$ 323,275
Capital Expense	\$ 130,000
Sub-Total	\$ 1,320,712
ESTIMATED VARIABLE COSTS (COLLECTION / LABOR / DISPOSAL BUDGET)	\$ 1,548,000
TOTAL PROGRAM BUDGET	\$2,868,712



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution approving an amendment to the Municipal Materials Management Agreement by and between Republic Services of Texas, LTD. and the City of Duncanville to increase contract rates by 4.9% for residential collection and commercial services, effective October 1, 2025.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

On July 16, 2019, the Duncanville City Council approved a Municipal Materials Management Agreement ("Agreement") with Republic Waste Services of Texas, LTD. ("Republic") to provide for continued garbage, recycling, and bulk/brush collection and disposal services during the initial term of September 21, 2019, through September 20, 2026. The Agreement will renew for successive five-year periods unless terminated in advance by the City of Duncanville or Republic Services.

The July 2019 Agreement includes a provision for annual rate adjustments limited to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services). Specifically, Section 7.2, Annual Rate Adjustments, of the Agreement (Attachment 2) provides for Republic to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics ("the CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding." The Agreement states that the City shall not unreasonably withhold approval of rate requests.

On August 13, 2025, staff received Republic's official request (Attachment 1) to increase the contract rate by 4.9% for residential collection and commercial services. If approved by the City Council, this contract rate change would take effect on October 1, 2025. The contractual rate for residential

collection would increase from \$22.11/month/residence to \$23.20 month/residence, or a difference of \$1.09/month/residence. The commercial hand-collect contract rate would increase from \$30.88/month to \$32.39/month.

POLICY EXPLANATION:

City Council action is required to approve adjustments to solid waste rates requested by Republic Services under the Municipal Materials Management Agreement.

FUNDING SOURCE:

ORG and Object Number

19011000-700454 (Sanitation Admin/Garbage Collection Fees Paid)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$3,316,014.48 (FY 26 Budget)	NA	NA

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Notice of Increase](#)

[Attachment 2 - Excerpt from the Municipal Materials Management Agreement - Section 7.2](#)

[Resolution No. - 2025-529 - Municipal Materials Management Agreement Rate Increase](#)

Attachment 1



Sustainability in Action

August 13, 2025

Mr. David Dunn
City of Duncanville
330 Shady Trail
Duncanville, TX 75137

Dear Mr. Dunn,

Republic Services would like to take this opportunity to thank City of Duncanville staff and Council for allowing us to serve the solid waste and recycling needs of the community. In accordance with the *Municipal Material Management Agreement* for solid waste service, this letter serves as our official request of the annual rate adjustment allowed in Section 7.2.

By calculating the percent change between the most recent rolling 12-month average compared to the preceding 12 months of the Consumer Price Index (CPI) – Water, Sewer, Trash Collection Services, published by the U.S. Bureau of Labor Statistics, the annual rate adjustment is 4.90%. This increase in rates for residential, commercial, and industrial customers will take effect October 1, 2025, after approval of the Duncanville City Council.

Included in this letter is the CPI – Water/Sewer/Trash rate table, the percent change calculations, the 2025 Rate Schedule, and the 2024 Rate Schedule for comparison.

We truly appreciate your partnership and look forward to continuing to serve the City of Duncanville. Should you have any questions or need further information, please contact me on my cell at (972) 670-8113, or via email at cgreen3@republicservices.com.

Kindest Regards,

Christy Green
Manager, Municipal Sales

CC: Mr. Richard Abernethy, Mr. Matt Bryant, Mr. Joel Dougherty

Enc. BLS CPI – Water/Sewer/Trash Rate Table
CPI Percent Change calculations
2025 & 2024 Rate Schedules



Sustainability in Action

Databases, Tables & Calculators by Subject

Change Output Options: From: To: [GO](#)
☐ include graphs ☐ include annual averages [More Formatting Options](#)

Data extracted on: August 13, 2025 (3:34:59 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUSR0000SEHG

Seasonally Adjusted

Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted

Area: U.S. city average

Item: Water and sewer and trash collection services

Base Period: DECEMBER 1997=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742		
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013		
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042		
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436		
2019	241.276	241.538	242.397	243.288	243.924	244.538	245.073	245.294	245.965	247.032	247.582	248.024		
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456		
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365		
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464		
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915		
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234		
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244							



Sustainability in Action

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SEHG
Seasonally Adjusted
Series Title: Water and sewer and trash collection services in U.S.
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	210.090	210.981	211.468	211.987	212.729	213.299	213.986	215.560	216.143	216.550	217.124	217.742
2016	218.191	218.681	219.417	220.319	221.497	221.680	221.530	222.383	223.102	223.631	224.493	225.013
2017	226.235	227.001	227.360	227.883	228.445	228.803	229.186	229.664	230.179	230.838	231.604	232.042
2018	232.771	233.609	234.041	234.873	235.894	236.642	237.301	238.261	238.605	239.276	241.862	242.436
2019	241.276	241.538	242.397	243.288	243.924	244.538	245.073	245.294	245.965	247.032	247.582	248.024
2020	248.846	249.751	250.359	250.673	250.921	251.435	252.401	253.974	254.266	254.781	255.650	256.456
2021	257.722	258.763	259.204	259.581	259.542	260.400	261.706	262.810	263.747	264.278	264.580	265.365
2022	268.128	269.521	269.621	270.419	270.844	271.925	273.097	274.984	276.759	276.892	277.824	278.464
2023	281.461	283.663	284.166	285.052	286.322	287.457	289.005	290.975	291.279	291.683	292.694	292.915
2024	297.079	298.751	299.183	300.178	299.987	300.652	302.106	303.311	305.117	306.336	308.015	308.234
2025	310.239	313.344	313.925	314.820	315.585	316.851	318.244					
							AVG					
						July 2023-June 2024	295.365					
						July 2024 - June 2025	309.823					
						Percent Change	1.04895					
							4.90%					

REPUBLIC SERVICES **FRANCHISED CITY RATES** **CITY OF DUNCANVILLE**

All Fees Listed Include Franchise Fees

EFFECTIVE DATE

10/01/25

COMMERCIAL FRONT LOAD RATES

Size	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	EX-PU	DEPOSIT
2 cubic yard	\$ 93.15	\$ 142.88	\$ 203.44	\$ 252.89	\$ 323.08	\$ 364.09	\$ 33.75	Mthly Rate
3 cubic yard	\$ 105.37	\$ 177.79	\$ 244.29	\$ 308.97	\$ 378.37	\$ 446.60	\$ 41.69	Mthly Rate
4 cubic yard	\$ 117.59	\$ 212.89	\$ 285.20	\$ 365.07	\$ 446.81	\$ 544.94	\$ 49.64	Mthly Rate
6 cubic yard	\$ 150.21	\$ 283.31	\$ 357.04	\$ 462.94	\$ 576.09	\$ 682.58	\$ 57.58	Mthly Rate
8 cubic yard	\$ 182.78	\$ 353.64	\$ 428.91	\$ 560.93	\$ 705.35	\$ 836.03	\$ 71.48	Mthly Rate

4 cubic yard Pkr	\$ 331.88						\$ 135.95	Mthly Rate
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Misc Front Load Charges

Delivery	\$ 61.54	Lockbar/Caster set up fee	\$ 87.07	(one time charge)
Relocate Charge	\$ 61.54	Casters / Locks	\$ 3.19	(per collection)
Overweight/Blocked/Trip Charges	\$ 28.06	Enclosure / Gate	\$ 3.72	(per collection)
Container Exchange	\$ 100.81	Extra Yardage	\$ 34.42	(per yard)

COMMERCIAL ROLL-OFF RATES

Size	Delivery	Rental	Haul Charge	Deposit
20-yd	\$ 149.05	\$ 248.85	\$ 685.21	\$ 1,008.10
30-yd	\$ 149.05	\$ 248.85	\$ 793.94	\$ 1,109.31
40-yd	\$ 149.05	\$ 248.85	\$ 837.49	\$ 1,201.05
30 yard Pkr	Open	Open	\$ 837.53	Open
35 yard Pkr	Open	Open	\$ 890.42	Open
42 yard Pkr	Open	Open	\$ 945.86	Open

Misc Roll-Off Charges

Relocate / Blocked / Not able to Service	\$ 161.51
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COMMERCIAL HAND-COLLECT

Solid Waste Service: \$32.39 per month
Twice per week - up to 20 bags

Recycle Collection (Optional): \$23.91 per month
Weekly - polycart

RESIDENTIAL COLLECTION:

Residential Trash (Twice per week collection)	\$ 12.62
Residential Recycling (Once per week collection)	\$ 6.74
Residential Bulk / Brush (Bi-monthly collection of 10 cu-yards)	\$ 3.84
Total Residential	\$ 23.20

Recycle Carts

Cart Rental for Recycling (invoiced from Company)	\$6.14 per month
	\$18.41 per quarter

Delivery/Removal	\$ 19.39	1st delivery included
Replacement Cart	\$ 71.21	

ADDITIONAL BULK ITEMS

Commercial and Residential customers may contact Company for collection of additional bulk/brush on an on-call basis for a rate negotiated by the Company

Attachment 2

Excerpt from the Municipal Materials Management Agreement

Section 7.2

Annual Rate Adjustments. Company shall increase the rates for all Services effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding. Company must receive approval from the City to increase the base rates. The City shall not unreasonably withhold approval of such request.

RESOLUTION NO. 2025-529

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT TO THE MUNICIPAL MATERIALS MANAGEMENT AGREEMENT BY AND BETWEEN REPUBLIC WASTE SERVICES OF TEXAS, LTD. AND THE CITY OF DUNCANVILLE TO INCREASE CONTRACT RATES BY 4.9% FOR RESIDENTIAL COLLECTION AND COMMERCIAL SERVICES, EFFECTIVE OCTOBER 1, 2025, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID RATE INCREASE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Republic Waste Services of Texas, Ltd. ("Republic"), entered into a Municipal Materials Management Agreement for Solid Waste, Recycling, Bulky Waste, and Brush Collection and Transport Services, effective September 21, 2019, to provide residential and certain commercial solid waste collection and recycling services within the Duncanville City limits; and

WHEREAS, Section 7.2, Annual Rate Adjustments, of the Agreement, provides for Republic to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer, and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics ("the CPI"); and

WHEREAS, for the CPI calculation, rates will be adjusted using the most recently available trailing twelve months average CPI compared to the twelve months preceding; and

WHEREAS, Section 7.2 of the Agreement also states the City shall not unreasonably withhold approval of rate requests; and

WHEREAS, Republic submitted its request to the City of Duncanville on August 13, 2025, to increase contract rates for residential collection and commercial services by 4.9%, effective October 1, 2025, based on the CPI index increase provision referenced in Section 7.2 of the Agreement.

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

SECTION 1. The City Council of the City of Duncanville, Texas, approves an amendment to the Municipal Materials Management Agreement by and between

Republic Waste Services of Texas, Ltd. and the City of Duncanville to increase contract rates by 4.90% under the Municipal Materials Management Agreement, based on the Consumer Price Index adjustment provided for in Section 7.2 of the Agreement for residential collection and commercial services, effective October 1, 2025, attached herein and incorporated as Exhibit "A," and authorizes the City Manager to execute the necessary documents related to said rate increase.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**SIXTH AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
 WITH
 REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

**CONTRACT NO. 3230018
 MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

THIS SIXTH AMENDMENT TO AGREEMENT is entered into as of _____, **2025** (“Effective Date”), between City of Duncanville (hereinafter “City”), located at 203 E. Wheatland, Duncanville, TX 75116, and Republic Waste Services of Texas, Ltd. hereinafter “Contractor” or “Professional”), located at 1450 E. Cleveland Rd., Hutchins, TX 75141, (collectively and interchangeably referred to as the “Parties” or “Party”), is hereby executed for the purpose of amending and supplementing its previous services agreement (“Original Agreement”), which was entered into as of **July 29, 2019**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor’s services related to solid waste and recyclables collection and disposal.

The Agreement now requires modifications to increase contract rates by 4.9% over the previous year.

Contract No. 3230018
 Sixth Amendment to Municipal Materials Management Agreement

Page 1 of 3

Page 4 of 6



NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following SIXTH AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

1.

Exhibit A-1, as included in the Original Agreement, is hereby replaced with the following:

**REPUBLIC SERVICES
FRANCHISED CITY RATES
CITY OF DUNCANVILLE**

All Fees Listed Include Franchise Fees

EFFECTIVE DATE

10/01/25

COMMERCIAL FRONT LOAD RATES

Size	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk	EX-PU	DEPOSIT
2 cubic yard	\$ 93.15	\$ 142.88	\$ 203.44	\$ 252.89	\$ 323.08	\$ 364.09	\$ 33.75	Mthly Rate
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6 cubic yard	\$ 150.21	\$ 283.31	\$ 357.04	\$ 462.94	\$ 576.09	\$ 682.58	\$ 57.58	Mthly Rate
8 cubic yard	\$ 182.78	\$ 353.64	\$ 428.91	\$ 560.93	\$ 705.35	\$ 836.03	\$ 71.48	Mthly Rate

4 cubic yard Pkr	\$ 331.88						\$ 135.95	Mthly Rate
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Misc Front Load Charges

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Relocate Charge	\$ 61.54	Casters / Locks	\$ 3.19	(per collection)
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COMMERCIAL ROLL-OFF RATES

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30 yard Pkr	Open	Open	\$ 837.53	Open
35 yard Pkr	Open	Open	\$ 890.42	Open
42 yard Pkr	Open	Open	\$ 945.86	Open

Misc Roll-Off Charges

Relocate / Blocked / Not able to Service	\$ 161.51
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COMMERCIAL HAND-COLLECT

Solid Waste Service: \$32.39 per month

Twice per week - up to 20 bags

Recycle Collection (Optional): \$23.91 per month

Weekly - polycart

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Residential Recycling (Once per week collection)	\$ 6.74
Residential Bulk / Brush (Bi-monthly collection of 10 cu-yards)	\$ 3.84
Total Residential	\$ 23.20

Recycle Carts

Curt Rental for Recycling (invoiced from Company)	\$6.14 per month
	\$18.41 per quarter

Delivery/Removal	\$ 19.39 1st delivery included
Replacement Cart	\$ 71.21

ADDITIONAL BULK ITEMS

Commercial and Residential customers may contact Company for collection of additional bulk/brush on an on-call basis for a rate negotiated by the Company

Contract No. 3230018

Sixth Amendment to Municipal Materials Management Agreement

Page 2 of 3

Page 5 of 6



**SIXTH AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
WITH
REPUBLIC WASTE SERVICES OF TEXAS, LTD.**

**CONTRACT NO. 3230018
MUNICIPAL MATERIALS MANAGEMENT AGREEMENT**

The Parties hereto agree that, except as specifically provided for by the agreed-to changes within this Sixth Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the Sixth Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this Sixth Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE

(City)

Approved: _____

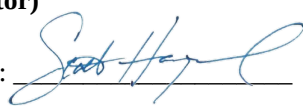
By: Richard Abernethy

Title: Interim City Manager

Date: _____

**REPUBLIC WASTE SERVICES OF
TEXAS, LTD.**

(Contractor)

Approved: 

By: Scott Hempel

Title: General Manager

Date: 8/22/2025



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution approving an amendment to the Solid Waste Disposal Agreement by and between Waste Management of Texas, Inc. and the City of Duncanville to increase contract rates by 4.77% for solid waste disposal, effective October 1, 2025.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:

Solid waste collected by Republic Services within the City of Duncanville is disposed of in the Skyline Landfill located in Ferris, Texas, under contract with Waste Management. On September 19, 2022, the Duncanville City Council approved a Solid Waste Disposal Agreement ("Agreement") with Waste Management, which continues landfill disposal services during the initial term of October 1, 2022, through September 30, 2027. The Agreement may be renewed for two additional, five-year terms upon the mutual, written consent of the City and Waste Management.

The Agreement includes a provision for annual rate adjustments, limited to the percentage increase in the Consumer Price Index for Garbage and Trash Collection Services. Specifically, Section 4.2, Annual Rate Adjustments, of the Agreement provides for Waste Management to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection Services, U.S. City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Statistics. For the CPI calculation, rates will be adjusted based on the change in the 12-month annual average of monthly CPI-U index values between the 12-month period immediately before the adjustment date and the 12-month period of the year before. The Agreement states that the City shall not unreasonably withhold, delay, or condition approval of rate requests.

On August 13, 2025, staff received Waste Management's official request to increase contract rates by 4.77% for solid waste disposal based on the CPI calculation. If approved by the City Council, this

contract rate change would take effect on October 1, 2025. The contractual rate for solid waste disposal per ton would increase from \$25.39 to \$26.60, or a difference of \$1.21 per ton.

POLICY EXPLANATION:

City Council action is required to approve adjustments to solid waste disposal rates requested by Waste Management.

FUNDING SOURCE:

ORG and Object Number

19011000-700458 (Sanitation Admin/Landfill Transport)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,098,337.70 (FY 26 Budget)	NA	NA

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Notice of Increase](#)

[Attachment 2 - Excerpt from the Solid Waste Disposal Agreement](#)

[Resolution No. - 2025-530 - Solid Waste Disposal Agreement Rate Increase with Exhibit](#)

Attachment 1



August 13, 2025

David Dunn
Assistant Utilities Superintendent
City of Duncanville

SUBJECT: DISPOSAL CONTRACT PRICE INCREASE

Mr Dunn:

WM is very proud of the partnership we have with the City Of Duncanville for many years! We look forward to servicing the business and residential disposal needs for many more years to come.

The annual inflationary price adjustment is now upon us. According to the terms of the Agreement signed by the City of Duncanville with Waste Management of Texas, Skyline Recycling and Disposal Facility, the rates described in the contract may be increased on each anniversary date (October 1st) of the agreement.

The specifics of the calculations are stated below:

ARTICLE 4 COMPENSATION TO OPERATOR

4.1 Base Rate. The parties have agreed upon the following Base Disposal Rate ("Base Rate") for receiving and disposing Acceptable Waste received from Customer at each Landfill. These Base Rates do not include applicable state, local, and federal fees and taxes, such as the Texas Commission on Environmental Quality disposal fee, which will be added to the Base Rates upon invoice.

4.2 Annual Rate Adjustments. Commencing on the first anniversary of the Agreement Effective Date and annually on each anniversary thereafter (the "Adjustment Date"), the then current Base Rate, as adjusted hereunder, shall be increased by the same percentage increase in the Consumer Price Index, series CUSROOOOSEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). Operator must receive approval from the Customer to increase the Base Rates hereunder and Customer's approval shall not be unreasonably withheld, delayed or conditioned. The CPI-U

Attachment 1

Exhibit B

adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the 12- month period of the year immediately prior to the adjustment date, and the 12-month period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent

The current CPI shows an increase of 4.77% (CPI from the Bureau of Labor Statistics).

The current rate for disposal per ton is \$25.39 per ton.

The new rate for disposal per ton will be \$26.60 per ton Plus - Section 4.1 - These Base Rates do not include applicable state, local, and federal fees and taxes, such as the Texas Commission on Environmental Quality disposal fee, which will be added to the Base Rates upon invoice.

Currently the TCEQ fees are .94 cents per ton.

The new all in disposal rate will be \$27.54 per ton.

The effective date for the price increase will be on October 1, 2025.

We appreciate your business and strive to provide you with safe, efficient and environmentally secure disposal at Skyline Recycling and Disposal Facility. If you have any questions, please call me at 817-454-7504.

Sincerely,

Steve Kellar

Steve Kellar
Public Sector Sr. Account Manager
WM of Texas / Oklahoma
skellar@wm.com

Attachment 2

Excerpt from the Solid Waste Disposal Agreement

Section 4.2

Annual Rate Adjustments. Commencing on the first anniversary of the Agreement Effective Date and annually on each anniversary thereafter (the "Adjustment Date"), the then current Base Rate, as adjusted hereunder, shall be increased by the same percentage increase in the Consumer Price Index, series CUSROOOOSEHG02 CPI-U Garbage & Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). Operator must receive approval from the Customer to increase the Base Rates hereunder and Customer's approval shall not be unreasonably withheld, delayed or conditioned. The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the 12-month period of the year immediately prior to the adjustment date, and the 12-month period of the year before. Adjustments to the Contractor's service rates shall be made in units of one cent Contractor to indemnify and defend the Operator for any actions, claims, lawsuits, or damage sought from or filed against Operator that arise from Customer's Contractor's negligent acts or omissions or willful misconduct.

RESOLUTION NO. 2025-530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AN AMENDMENT TO THE SOLID WASTE DISPOSAL AGREEMENT BY AND BETWEEN WASTE MANAGEMENT OF TEXAS, INC. AND THE CITY OF DUNCANVILLE TO INCREASE CONTRACT RATES BY 4.77% FOR SOLID WASTE DISPOSAL, EFFECTIVE OCTOBER 1, 2025, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A," AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID RATE INCREASE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville and Waste Management of Texas, Inc. ("Waste Management") entered into a Solid Waste Disposal Agreement for the period of October 1, 2022, through September 30, 2027, to cause all acceptable waste that the City collects or that is collected on its behalf by its solid waste collection contractor to be delivered to Waste Management's landfill disposal site throughout the term of the Contract; and

WHEREAS, Section 4.2, Annual Rate Adjustments, of the Agreement, provides for Waste Management to increase the rates for services on each anniversary of the Effective Date of the Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers, Garbage and Trash Collection Services, U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; and

WHEREAS, for the CPI calculation, rates will be adjusted based on the change in the 12-month annual average of monthly CPI-U index values between the 12-month period of the year immediately prior to the adjustment date, and the 12-month period of the year before; and

WHEREAS, Section 4.2 of the Agreement also states the City shall not unreasonably withhold, delay, or condition approval of rate requests; and

WHEREAS, Waste Management submitted its current request to the City on August 13, 2025, to increase contract rates for solid waste disposal by 4.77%, effective October 1, 2025.

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

SECTION 1. The City Council of the City of Duncanville approves an amendment to the Solid Waste Disposal Agreement by and between Waste

Management of Texas, Inc. and the City of Duncanville to increase contract rates by 4.77% under the Solid Waste Disposal Agreement from \$25.39/ton to \$26.60/ton, based on the Consumer Price Index adjustment provided for in Section 4.2 of the Agreement for solid waste disposal, effective October 1, 2025, attached hereto and incorporated herein as Exhibit "A," and authorizes the City Manager to execute the necessary documents related to said rate increase.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



THE STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

**THIRD AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
 WITH
 WASTE MANAGEMENT OF TEXAS, INC.**

**CONTRACT NO. 3230053
 SOLID WASTE DISPOSAL AGREEMENT**

THIS FIFTH AMENDMENT TO AGREEMENT is entered into as of _____, **2025** (“Effective Date”), between City of Duncanville (hereinafter “City”), located at 203 E. Wheatland, Duncanville, TX 75116, and Waste Management of Texas, Inc. hereinafter “Contractor” or “Professional”), located at 9900 Giles Ln., Austin, TX 78754, (collectively and interchangeably referred to as the “Parties” or “Party”), is hereby executed for the purpose of amending and supplementing its previous services agreement (“Original Agreement”), which was entered into as of **October 20, 2022**, between the City and the Contractor as stated herein:

The Original Agreement provided for the Contractor’s services related to solid waste disposal.

The Original Agreement now requires modifications to increase contract rates by 4.77% over the previous year.

Contract No. 3230053
 Third Amendment to Solid Waste Disposal Agreement

Page 1 of 3

Page 4 of 6



NOW THEREFORE, the Parties, in consideration of their mutual promises and covenants, as well as other good and valuable considerations, do hereby AGREE to the following THIRD AMENDMENT, which amends the terms, conditions, and requirements of the Original Agreement to wit:

1.

The provisions of **Article 4**, as stated in the Original Agreement, are hereby amended to allow for a change in the contract amount.

Article 4 Section 4.1 is hereby amended as follows:

Base Rate: The parties have agreed upon the following Base Disposal Rate ("Base Rate") for receiving and disposing Acceptable Waste received from Customer at each Landfill. These Base Rates do not include applicable state, local, and federal fees and taxes, such as the Texas Commission on Environmental Quality disposal fee, which will be added to the Base Rates upon invoice.

\$26.60 per ton plus applicable federal, state, and local fees or taxes.



**THIRD AMENDMENT TO CITY OF DUNCANVILLE SERVICES AGREEMENT
WITH
WASTE MANAGEMENT OF TEXAS, INC.**

**CONTRACT NO. 3230053
SOLID WASTE DISPOSAL AGREEMENT**

The Parties hereto agree that, except as specifically provided for by the agreed-to changes within this Third Amendment, all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in both the Original Agreement and now the Third Amendment shall be and will remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor have each executed this Third Amendment by and through their respective duly authorized representatives and officers as indicated below:

CITY OF DUNCANVILLE

**WASTE MANAGEMENT OF TEXAS,
INC.**

(City)

(Contractor)

Approved: _____

Approved: _____

By: Robert Abernethy

By: _____

Title: Interim City Manager

Title: _____

Date: _____

Date: _____



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution authorizing an amendment to the services agreement with Locality Media, Inc dba First Due, adding the training record and assets and inventory modules to the fire records management system (RMS) in an expenditure amount not to exceed \$152,969.71 over the next four (4) years and six (6) months.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Chris Connealy, Fire Chief

BACKGROUND/HISTORY:

On May 6, 2025, the City Council of the City of Duncanville approved Resolution No. 2025-459 authorizing a service agreement with Locality Media, d/b/a First Due, for the fire records management system for an initial contract term of six months (remainder of FY25) with four additional one-year optional renewals.

POLICY EXPLANATION:

Duncanville Fire Department is required by the State of Texas to house and maintain fire department records including but not limited to incidents, training, equipment, and personnel.

First Due is the sole provider for the design and interaction with the Computer Aided Dispatch (CAD) on this platform. The modules that will be utilized are solely designed by First Due and will include the Texas Fire Incident Reporting System (TXFIRS), customized responder application for web, iOS and Android applications, Duncanville FD personnel management and scheduling system. The platform will also interface with the projected CAD system to automatically import emergency incidents, manage commercial occupancies and pre-fire planning, hazardous material storage and appropriate contacts, personnel training, and fire department assets, which include vehicle check offs which are

required by TCFP. Locality Media, dba First Due, is the sole designer, installer and trainer for this RMS platform.

The cost to add the additional modules for FY25 and all of FY26 is \$12,214.00 advanced training records with content, Fire & EMS training bundle content with Fire Engineering, and assets and inventory modules, on-line training and implementation and configuration services, and subscription services for the remainder of FY25 and all of FY26. Funding is available in 01077100 – 700233.

Recurring annual subscription costs for FY26 will be \$19,000.00, due to the training and assets and inventory module cost being paid up front in FY25. For FY27 through FY29 the annual subscription cost will be \$32,135.40 with a 10% increase each year over a four-year term. The annual subscription cost is included in the fiscal year budget each year.

Funding amounts listed below are for FY25, as FY26-FY29 budgets are subject to fiscal year budget approvals.

(FY25 - \$26,114.00 (\$13,900.00 already paid, amended amount for FY25 is \$12,214.00); FY26 - \$19,000.00; FY27, \$32,584.81; FY28 - \$35,843.29; FY29 - \$39,427.61)

FUNDING SOURCE:

ORG and Object Number

01077100-700233 (FIRE PREVENTION – COMPUTER SOFTWARE)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$12,214.00 (Amended contract amount)	\$12,214.00 (FY25)	\$0.00

ACTION ALTERNATIVES:

1. Approve an amendment to the services agreement with Locality Media, Inc dba First Due, adding the training record and assets and inventory modules to the fire records management system (RMS) in an expenditure amount not to exceed \$152,969.71 over the next four (4) years and six (6) months.
2. Do not approve an amendment to the services agreement with Locality Media, Inc dba First Due, adding the training record and assets and inventory modules to the fire records management system (RMS) in an expenditure amount not to exceed \$152,969.71 over the next four (4) years and six (6) months.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment "A" - Duncanville FD First Due Add-On Quote and SOW 25AUG2025 v2Final for Signature \(1\)](#)

[Reso. No. 2025-459 - Service Ageement with Locality Media dba First Due](#)

[Records Management - Fire Department with Locality Media - dba First Due. 5.19.2025 \(2\)](#)

[Resolution No. - 2025-541 - AMENDMENT TO THE SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIREST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDIT - Pdf](#)

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G



Add-On Quote

Customer Name: Duncanville Fire Department
Billing Address: 203 E Wheatland Rd
 Duncanville, TX 75116
Subscription Start: September 15, 2025
Initial Term: 12.5 months
Annual Subscription: \$10,214.00

Quote Number: 1545132000501066895
Prepared By: Rachael Landman
Valid Until: September 30, 2025

Product Details

Advanced Training Records with Content

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

Fire & EMS Training Bundle Content Package - Fire Engineering

Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. Qty/Licenses: 56

This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Essentials Online Training Package

Up to 4 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

First Year Discount

First Year Discount

One-Time Fees Subtotal	\$ 2,000.00
12.5-months Subscription Fees Subtotal	\$ 10,622.56
Discount	(\$ 408.56)
Grand Total*	\$ 12,214.00
*Excluding Tax	

This Add-On Quote is issued pursuant to, and governed by, the terms and conditions of the Agreement for Services (the "Agreement") entered into between the above-named parties. By accepting this Add-On Quote, Customer agrees that the services and/or products described herein are subject to the terms of the Agreement, which are hereby incorporated by reference. In the event of any conflict between this Add-On Quote and the Agreement, the terms of the Agreement shall govern, except to the extent expressly stated otherwise in this Add-On Quote.

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Add-On Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced on or around the Subscription Start date and due within thirty (30) days from the date of the invoice. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Zoho Sign Document ID: 2AB7F2F4-VJIWTD7CDO-CLQKY8JBHICJI2NFMROCL-1YOW53QO9G

Training Content Disclaimer. As related to Locality Media's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, Locality Media's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. Locality Media makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. Locality Media disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907

**FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE**

Duncanville Fire Department

By: Toby Ritt
(Signature)
Name: Toby Ritt
Title: VP Sales
Date: Aug 26 2025

By: _____
(Signature)
Name: _____
Title: _____
Date: _____



Statement of Work
For
Duncanville Fire Department
Quote Number: 1545132000501066895

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Add-On Quote ("Purchased Products").

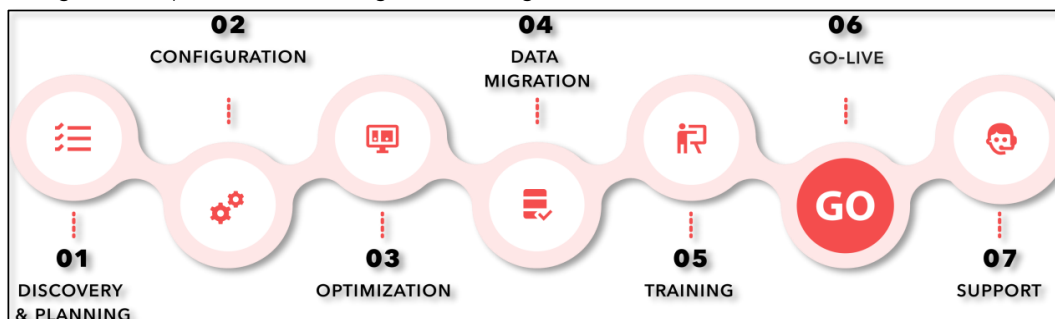
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support

post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- Key Meeting(s): Project Kick-Off, CAD Kick-Off, Data Migration Planning
- Milestone(s): Project Kick-Off, System Access
- Customer Task(s): Fill Discovery Questionnaires
- Deliverable(s): Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- Key Meeting(s): Module Configuration Sessions (1-2 per module)
- Milestone(s): N/A
- Customer Task(s): Configuration Prep Work (per module)
- Deliverable(s): Initial Module Configuration
- Scope: All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- Key Meeting(s): Module Optimization Sessions (1-2 per module)
- Milestone(s): Module Acceptance and Sign-Off (1 per module)
- Customer Task(s): Optimization Prep Work (UAT per module)
- Deliverable(s): Module Optimization resulting in Customer Acceptance
- Scope: All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- Key Meeting(s): Data Migration Planning
- Milestone(s): Data Migration Sign-Off
- Customer Task(s): Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- Deliverable(s): Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- Key Meeting(s): Training Planning, Training Sessions
- Milestone(s): Training Completed
- Customer Task(s): Coordinate staff to be trained
- Deliverable(s): Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- Key Meeting(s): Go-live planning, Post Go-live Check-Ins
- Milestone(s): System Acceptance, Go-live
- Customer Task(s): Final Testing
- Deliverable(s): Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- Key Meeting(s): Customer Success Transition Meeting
- Milestone(s): Transition to Customer Success and Support
- Customer Task(s): N/A
- Deliverable(s): N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will Implement all integrations and relevant scope outlined in this Add-On Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by

one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in this Add-On Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

FIRE ENGINEERING™ • TRAINING •

Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due");

WHEREAS, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.
2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**
 - 3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:
 - 3.1.1. **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement (each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title

and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

- 3.1.2. **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
- 3.1.3. **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at <https://us.clarionevents.com/privacy-policy>.
- 3.2. **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.
4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, CLARION EVENTS SPECIFICALLY DISCLAIMS AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USER UNDERSTANDS AND AGREES THAT ANY OTHER WARRANTIES OR OBLIGATIONS OFFERED BY FIRST DUE RELATED TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF FIRST DUE.
5. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials. The User understands and agrees that any liability offered by First Due in relation to the Subscription Services or this Agreement shall be the sole responsibility of First Due.
6. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply

whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.
8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.
9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.
10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED \$102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed \$102,079.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed \$102,079.00. (FY25 - \$13,900.00; FY26 - \$19,000.00; FY27, \$20,900.00; FY28 - \$22,990.00; FY29 - \$25,289.00)

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

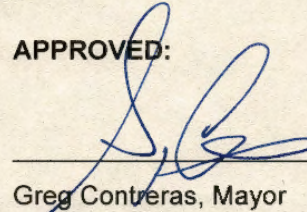
SECTION 4. That Locality Media, dba First Due, recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget

item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

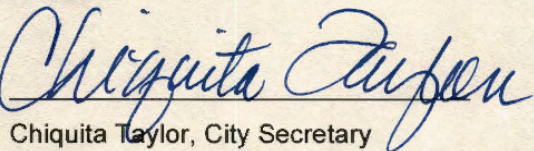
SECTION 5. This Resolution shall become effective immediately upon its passage.

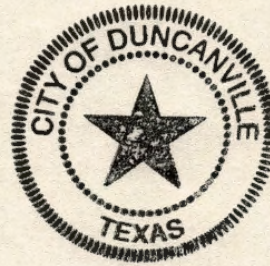
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:

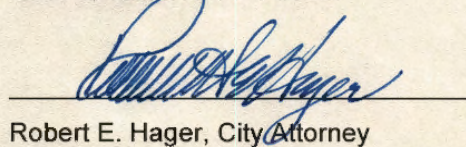

Greg Contreras, Mayor

ATTEST:


Chiquita Taylor, City Secretary



APPROVED AS TO FORM:


Robert E. Hager, City Attorney



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **March 31, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **City of Duncanville for Duncanville Fire Department** located at **203 E Wheatland Rd, Duncanville, TX 75116** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

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4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **6 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement may automatically renew for an additional four (4) one-year terms, not to exceed a maximum of five (5) terms ("Renewal Terms"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable

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care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall

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not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. As may be allowed under Texas laws, the Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF THE REQUIRED AMOUNT OF INSURANCE COVERAGE (2 MILLION DOLLARS).
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

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25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: Tia Pettis

Email: tia.pettis@duncanvilletx.gov

Phone: 972-780-5058

b. **Tax Exempt** YES (Yes/No)

If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** YES (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: Toby Ritt
(Signature)
Name: Toby Ritt
Title: VP Sales
Date: Apr 17 2025

City of Duncanville

By: [Signature] Reso# 2025-459
(Signature)
Name: Douglas Finch
Title: City Manager
Date: 5-19-25

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Locality Media, Inc. dba First Due
 107 Seventh St
 Garden City, NY 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Rachael Landman
 Valid Until: June 30, 2025
 Quote Number: 1545132000411480215

BILL TO:

Greg Chase
 City of Duncanville for Duncanville Fire Department
 203 E Wheatland Rd
 Duncanville, TX 75116

Account: Duncanville Fire Department**Subscription Start:** March 31, 2025**Initial Term:** 6 months**Annual Subscription:** \$19,000.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Premium Online Training Package Up to 8 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 4,400.00
	6-month Subscription Fees Subtotal \$ 9,500.00
	Grand Total \$ 13,900.00
	*Excluding Tax

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance on October 1st.

Payment Terms: Net 30 days**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work

For Quote Number: 1545132000411480215

Statement of Work | Duncanville Fire Department

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Duncanville Fire Department** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

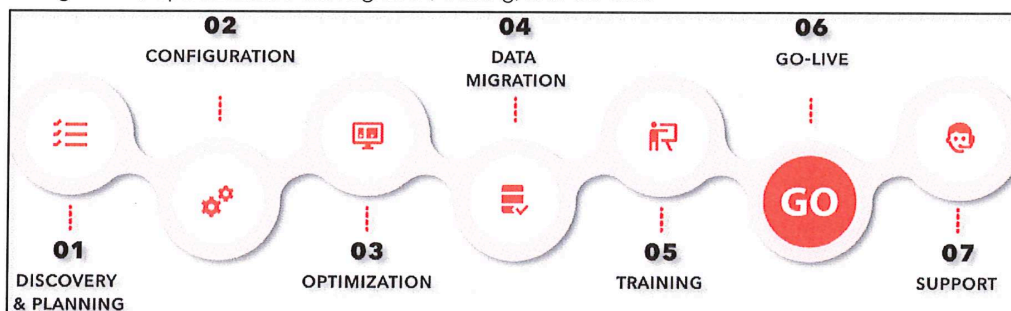
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

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team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

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2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

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4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

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7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

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Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 60%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Locality Media, Inc. 2 Business name/disregarded entity name, if different from above. First Due 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) _____ 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ ☐ </td> <td style="width: 40%; vertical-align: top;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;"> 5 Address (number, street, and apt. or suite no.). See instructions. 107 7th Street 6 City, state, and ZIP code Garden City, NY 11530 7 List account number(s) here (optional) </td> <td style="width: 40%; vertical-align: top;"> Requester's name and address (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Locality Media, Inc. 2 Business name/disregarded entity name, if different from above. First Due 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) _____ 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ ☐	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	5 Address (number, street, and apt. or suite no.). See instructions. 107 7th Street 6 City, state, and ZIP code Garden City, NY 11530 7 List account number(s) here (optional)	Requester's name and address (optional)
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Locality Media, Inc. 2 Business name/disregarded entity name, if different from above. First Due 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) _____ 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions _____ ☐	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)				
5 Address (number, street, and apt. or suite no.). See instructions. 107 7th Street 6 City, state, and ZIP code Garden City, NY 11530 7 List account number(s) here (optional)	Requester's name and address (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20%;">8</td><td style="width: 20%;">1</td><td style="width: 20%;">-</td><td style="width: 20%;">1</td><td style="width: 20%;">3</td><td style="width: 20%;">8</td><td style="width: 20%;">8</td><td style="width: 20%;">0</td><td style="width: 20%;">6</td><td style="width: 20%;">2</td> </tr> </table>	Social security number																				OR										Employer identification number										8	1	-	1	3	8	8	0	6	2
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8	1	-	1	3	8	8	0	6	2																																										

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Andreas Huber</i>	Date Jan 02 2025 10:23 PST
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form W-9 (Rev. 3-2024)



**TEXAS ADDENDUM TO AGREEMENT
FOR
AGREEMENT FOR SERVICES
CONTRACT NUMBER 25-11530**

This addendum to the **ORIGINAL AGREEMENT** with hereinafter referred to as **Locality Media, Inc. "CONTRACTOR"**, with offices located at **107 South 7th Street, Garden City, New York 11530** and is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", with offices located at 203 East Wheatland, Duncanville, Texas 75116, to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or the duly authorized designee.

This Agreement amends and modifies the Proposal and Original Agreement ("Original Agreement") dated **March 31, 2025**, made and entered into by the parties. The following terms and conditions are added to the Original Agreement, and should a conflict arise between any of the contract documents, the terms and conditions of the addendum shall take precedence over any and all contract documents to the extent of such conflict exist. All other provisions of the Original Agreement remain in full force and effect, other than any provision added or modified by addendum.

1. Invoices

- A. The CONTRACTOR shall submit invoices for services or goods rendered. Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.
- C. Invoices for labor performed outside of the scope and but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.
- D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through All Subcontractor and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.



2. Payment

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

- A. third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
- B. failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
- C. reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay; failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
- D. failure of the CONTRACTOR to comply with any material provision of the Agreement or perform the project in a satisfactory manner.
- E. any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3. Termination

The CITY may suspend or terminate this Contract for cause or without cause at any time by giving 60 days written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is-without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should the CITY require a modification of this Contract with CONTRACTOR, and in the event the CITY and the CONTRACTOR fail to agree upon a modification to this Contract, the CITY shall have the option of terminating this Contract and the CONTRACTOR's services hereunder at no additional cost other than the payment to the CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to such termination date.



4. Insurance

- A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.
- B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for one (1) person, and not less than Two Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than Two Million Dollars (\$2,000,000.00) for any one (1) occurrence, and Two Million Dollars (\$2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
 Attn: Chief Procurement Officer
 PO Box 380280
 Duncanville, TX 75138
 (972) 780-5058
purchasing@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by **AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

5. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined



by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this agreement. This provision shall survive the termination of this agreement.

6. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

7. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation



process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8. Business Prohibitions and Requirements

A. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

B. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Agreement and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. <https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.>

C. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

D. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

**E. Boycotting of Energy Companies**

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

F. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. <https://www.ethics.state.tx.us/filinginfo/1295/>

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

9. Funding and Non-Appropriation Clause

The awarding or continuation of this agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the CITY Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to elate shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate Appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any Appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.



10. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors or subcontractors involving transactions to the subcontract and further, that CITY shall have access during normal working shall give the subcontractor's or subcontractors reasonable advance notice of intended audits no less than 3 business days.

11. Federal Work Authorization Affidavit and Employment Verification

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit D** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit D.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

12. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of



war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

13. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate protective order. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

14. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

15. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

**16. Confidentiality**

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

17. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

18. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's



breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

19. Performance of Services

The CONTRACTOR represents that all services to be provided to the City of Duncanville under the Contract will be fully and timely performed with the professional skill and care ordinarily provided by competent professionals practicing under the same or similar circumstances and as may be applicable professional license and all applicable Federal, State, and local laws, rules, or regulations. The CONTRACTOR makes no warranty, express or implied, as to its professional services rendered under this agreement.

20. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding \$100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by [31 U.S.C. 1352](#).

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-XXX, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

21. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended, for contracts in excess of \$150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the



contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

23. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR’s ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

24. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit [Federal Form NDAA-899](#).

26. SAM.gov Registration.

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer.

27. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.



- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- **If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link:**
<https://www.mbda.gov/mbda-programs>.

28. Business Registration in Texas.

As a Texas governmental entity, the City of Duncanville requires all businesses to be registered to conduct or engage business in Texas and comply with all provisions of Texas laws and policies regarding registration requirements.
https://www.sos.state.tx.us/corp/foreign_outofstate.shtml#:~:text=If%20the%20entity's%20legal%20name,BOC%20%C2%A7%209.004.
<https://comptroller.texas.gov/taxes/publications/94-108.php>

29. Cooperative Purchasing

When stated specifically in the solicitation, the City of Duncanville may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies or agencies of the State of Texas for the purpose of combining requirements to increase the efficiency or reduce administrative expenses. The Contractor must deal directly with each participating governmental entity named in the solicitation concerning the placement of orders, issuance of the purchase order, insurance certificates, contractual disputes, invoicing and payment or any other terms or conditions the participating agency may require. The actual utilization of this contract award by the participating governmental entity is at the sole discretion of that participating entity.

The City of Duncanville is acting on behalf of the participating governmental agency for the sole purpose of complying with Texas competitive proposal requirements and shall not be held liable for any costs, damages, etc. incurred by the Contractor about any purchase by the participating agency. The City of Duncanville shall be legally responsible only for payment for goods and services in the quantities detailed in the City's own purchase order or contract.

29. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performing this contract, the CONTRACTOR shall require the subcontractor to adhere to and comply with the terms and conditions of this Contract by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

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Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFQ/Solicitation documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I



EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

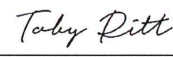
This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS

LOCALITY MEDIA, INC.



 Signature



 Signature

Doug Finch, City Manager

Toby Ritt

VP Sales

5/19/2025

 Date

Apr 18 2025

 Date

972-780-5058

VP Sales

Phone Number

Phone Number

purchasing@duncanvilletx.gov

toby@firstdue.com

Email Address

Email Address

**TEXAS ETHICS COMMISSION
 CERTIFICATE NUMBER _____**



Exhibit A – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person’s “affiliations or business relationships that might cause a conflict of interest.” The term “affiliation” is not defined in Chap. 176. However, the general definition of “affiliation” would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state “None.”**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state “None.”**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the “Yes” box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.
7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if “None” entered in boxes 3, 4, & 6.**

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I

**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☐ I have no Conflict of Interest to disclose.

5 Toby Pitt
Signature of vendor doing business with the governmental entity

Apr 18 2025

Date



Exhibit B – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line.
(EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I



Exhibit C– Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, Andreas Huber, the undersigned representative of Locality Media Inc., dba First Due
(hereafter referred to as company) do hereby verify that the company named above, under

The provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Apr 18 2025

DATE

Toby Pitt

SIGNATURE OF COMPANY REPRESENTATIVE

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I



Exhibit D – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

81-1388062

Apr 18 2025

Federal Work Authorization User Identification Number

Date of Authorization

Service Provider:

Project:

Locality Media Inc., dba First Due

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, in _____ (city), _____ (state).

Toby Ritt

Apr 18 2025

BY: Service Provider Authorized Officer or Agent

Date

Toby Ritt

VP Sales

Printed Name and Title of Authorized Officer or Agent

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I



Exhibit E – SAM.GOV RECORD SUBMISSION

**Insert System for Award Management (SAM) record search
for company name and company principal (here)**

Zoho Sign Document ID: 2AB7F2F4-T2_M7QKNHZSAFNDXQEX-REIGDIKJAFXRWSX0XL0HO-I



Exhibit F – CERTIFICATE OF INSURANCE

Insert Company certificate of insurance (here)

RESOLUTION NO. 2025-459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIRST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED \$102,079.00 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed \$102,079.00.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a service agreement with Locality Media, dba First Due for a fire records management system through a four year and six month contract term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed \$102,079.00. (FY25 - \$13,900.00; FY26 - \$19,000.00; FY27, \$20,900.00; FY28 - \$22,990.00; FY29 - \$25,289.00)

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget

Page 1 of 2

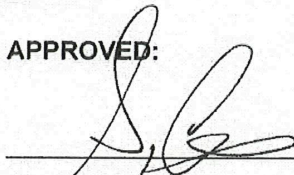
Resolution No. 2025-459

item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 6th day of May, 2025.

APPROVED:



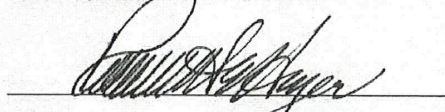
Greg Contreras, Mayor

ATTEST:


Chiquita Taylor, City Secretary



APPROVED AS TO FORM:



Robert E. Hager, City Attorney

RESOLUTION NO. 2025-541

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING AN AMENDMENT TO THE SERVICE AGREEMENT WITH LOCALITY MEDIA, DBA FIREST DUE, FOR THE FIRE RECORDS MANAGEMENT SYSTEM IN EXPENDITURE AMOUNT NOT TO EXCEED \$152,969.71 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, it is required by the state law to house and maintain fire department records including, but not limited to, incident response, equipment, training, personnel, assets and inventory, etc.; and

WHEREAS, the City of Duncanville has obtained a quote from Locality Media, dba First Due for a fire records management system ; and

WHEREAS, Locality Media, dba First Due, is the sole source provider of their fire reporting management system; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to authorize a service agreement with Locality Media, dba First Due for the fire records management system for an expenditure amount not to exceed \$152,969.71.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes an amendment to the service agreement with Locality Media, dba First Due for the fire records management system through a four year and six month term incorporated herein as Exhibit A with an estimated potential full contract term expenditure amount not to exceed \$152,969.71. (FY25 - \$26,114.00 (\$13,900 all ready paid, amended amount is \$12,214.00); FY26 - \$19,000.00; FY27, \$32,584.81; FY28 - \$35,843.29; FY29 - \$39,427.61)

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary contracts, documents and/or purchase orders.

SECTION 3. The City Council of the City of Duncanville has budgeted funds available in account 01077100-700233 for the fire records management system; and

SECTION 4. That Locality Media, dba First Due, recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to

Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid; and

SECTION 5. This Resolution shall become effective immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider Resolution 2025-539 approving DCEDC expenditure of \$5,000.00 for a sponsorship for the 2025 Pink Diamond Bike Ride for Fiscal Year 2026.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**

STAFF RESPONSIBLE:

Marcela Perez, Economic Development Coordinator

BACKGROUND/HISTORY:

The Pink Diamond Bike Ride (and Best Southwest Health Fair) is a community event that promotes breast cancer awareness, public safety, and civic engagement. The ride is held annually in Duncanville, and per the applicant, participants come from across the region, including families, survivors, and supporters. As specified in the supplemental information, attendance is expected to include approximately 125 cyclists (25% local), 50 volunteers (40% local), 25 vendors (28% local), and 7 local Duncanville businesses. Participants are also expected to receive a flyer featuring exclusive offers from local businesses.

This year's event is expected to include a first annual Bike Rodeo to be marketed directly through Duncanville ISD “with a goal to increase student participation.” Activities will include bike safety education, minor bike repair stations, a “Walk to School” safety program (TxDOT-led), and free health checks available at the Health Fair. The overall event budget also includes an “\$8-\$9,000 Nonprofit Giveback Commitment” to the Pink Diamonds Survivors of Cancer 501c3 which is established in Duncanville.

The funding for this sponsorship is requested to help offset the cost of police security for the event. Security will include off-duty officers from Duncanville PD, as well as officers residing in Duncanville but serving in other cities.

POLICY EXPLANATION:

The sponsorship request initiated by M&K Charities was approved by the DCEDC on August 25, 2025, for an award totaling \$5,000. City Council approval of this DCEDC expenditure is requested.

FUNDING SOURCE:

ORG and Object Number
12051000-700453

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$35,000.00	\$5,000.00	\$30,000.00

ACTION ALTERNATIVES:

- 1. Approve the DCEDC expenditure for the sponsorship award.
- 2. Do not approve the DCEDC expenditure for the sponsorship award.
- 3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-539 - Pink Diamond Bike Ride Sponsorship](#)

RESOLUTION NO. 2025-539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) EXPENDITURE OF \$5,000.00 FOR A SPONSORSHIP FOR THE 2025 PINK DIAMOND BIKE RIDE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Duncanville Community & Economic Development Corporation (DCEDC) Board of Directors has found and determined that the sponsorship will further the potential economic benefits that will accrue to the City are consistent with the City's economic development objectives; and

WHEREAS, The Pink Diamonds Bike Ride and conjoining Best Southwest Health Fair is a community event that promotes breast cancer awareness, public safety, and civic engagement.

WHEREAS, The ride is held annually in Duncanville, and per the applicant, participants come from across the region, including families, survivors, and supporters.

WHEREAS, The benefits of the event meet the sponsorship requirements to specifically support Duncanville residents and local businesses.

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

SECTION 1. The City Council of the City of Duncanville, Texas approves Resolution 2025-539 authorizing a DCEDC expenditure of \$5,000.00 for a sponsorship for the 2025 Pink Diamond Bike Ride.

SECTION 2. The City Council of the City of Duncanville, Texas directs the City Manager, or his designee, to execute all appropriate documents.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a resolution of the City Council of the City of Duncanville, Texas, authorizing the purchase of seventy-eight (78) firearms and related accessories from GT Distributors through the interlocal purchasing buyboard contract number 698-23 in the expenditure amount not to exceed \$80,000; Authorizing the City Manager, or his designee to execute the necessary documents related to said expenditures; and, providing for an effective date.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Adrian Tijerina, Assistant Chief of Police

BACKGROUND/HISTORY:

The Duncanville Police Department has historically provided newly hired officers with a \$500.00 stipend to purchase their own firearm from an approved list. The officer would then receive an additional \$500.00 stipend every five years for upkeep, maintenance, or replacement.

This purchase will ensure uniformity, continuity, and ease of operations for the Police Department, and for newly hired officers.

These will not be replacing any department owned equipment, therefore, there will be no auction process necessary.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under an interlocal purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these purchasing arrangements.

EQUITABLE SHARING & PERMISSIBLE USE:

According to the Department of Justice and Department of Treasury, law enforcement equipment; to include firearms and related equipment, are permissible uses of Federal Fund Sharing. The use of Federal Equitable Sharing Funds will be used to supplement currently budgeted funds.

FUNDING SOURCE:

ORG and Object Number

05010000-706103 Federal Asset Forfeiture

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$187,154.27	\$80,000.00	\$107,154.27

ACTION ALTERNATIVES:

1. Approved
2. Not Approved
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville.RESO.Granting of Purchasing Firearms 4909-3087-5237 v.1](#)
[Firearms Quote Sheet](#)
[Estimate ES-17256 1753984446165](#)
[QTE0213376 GLOCK QUOTE](#)
[UC](#)

RESOLUTION NO. 2025-512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE PURCHASE OF SEVENTY-EIGHT (78) FIREARMS AND RELATED ACCESSORIES THROUGH THE INTERLOCAL PURCHASING BUYBOARD CONTRACT NUMBER 698-23 IN THE EXPENDITURE AMOUNT NOT TO EXCEED \$80,000; AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure firearms for Police Department operations; and

WHEREAS, the City of Duncanville has entered into an interlocal purchasing agreement with Buyboard for products and services; and

WHEREAS, the interlocal purchasing agreement has taken competitive bids and awarded a contract for Glock 45 & 48 Gen 5 9mm MOS firearms and related accessories to include red dot optics, weapon mounted lights, and holsters; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award an interlocal purchasing agreement to purchase seventy-eight (78) firearms and related accessories through Buyboard in the expenditure amount not to exceed \$80,000.00, and authorizes the City Manager, or his designee to execute the necessary documents related to said expenditures; and

WHEREAS, the use of Federal Equitable Sharing Funds will be used to supplement currently budgeted funds

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby authorizes a cooperative purchasing agreement with BuyBoard to purchase seventy-eight (78) firearms and related accessories, in the expenditure amount not to exceed \$80,000.00; and, authorizes the Interim City Manager, or his designee to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney
(9-02-2025: 4909-3087-5237, v.1)

Quotation Summary Worksheet

**City of Duncanville, Texas
Purchasing Office**

INSTRUCTIONS FOR COMPLETION:

- 1) Per City Policy, purchases between \$3,000 and \$25,000 require at least three (3) vendor quotes.
- 2) Vendor quotes must be in writing (i.e. Vendor Quotation form; Vendor email; Internet Quote, etc.).
- 3) All awards should be made to the vendor whose proposal offers the "best value" to the City.
- 4) Awards based on "best value" may consider various factors, including but not limited to:
 - (a) Price / Total Cost of Ownership, (b) Product/Service Quality, (c) Availability, (d) Vendor/Product Reputation, (e) Vendor's Ability to Meet City's Needs, (f) Client References, (g) Cooperative Contract, (h) Past Experience with City, and/or (i) any other relevant factor that ensures best value to the City.
- 5) Upon consideration of all factors, if all bids meet the District's needs, the award should be made to the lowest bidder.
- 6) Purchases in excess of \$25,000 shall be brought to Purchasing for evaluation.

Place "X" for selected vendor:

				X										
Requestion #:				VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		HUB #2		
Informal Bids Tabulation Summary				Vendor Name:		GT Distributors Inc		Primary Arms		Defendor Outdoors		Off Duty Armory		
				Quoted By (Contact Name):		Michael P. Hunter		Houston Rutherford						
				Email/Phone		(972) 672-9688		(713) 570-1905		(817) 935-8377		(817) 295-3373		
PRODUCT/SERVICE DESCRIPTION				ITEM	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Glock 45 Gen 5 MOS w/ Aimpoint COA				1	75		\$732.00	\$54,900.00	\$732.00	\$54,900.00				
Streamlight TLR-1 HL				2	75		\$144.37	\$10,827.75	\$170.99	\$12,824.25				
Safariland 7390 ALS Level 1				3	75		\$135.50	\$10,162.50	\$145.08	\$10,881.00				
Glock 48 Gen 5 MOS w/ Aimpoint COA				4	3		\$619.60	\$1,858.80						
Streamlight TLR-7 Flex				5	3		\$164.99	\$494.97						
* DISCLOSURE NOTICE: By signing below, I hereby certify that all quotes recorded include all the firms that have been contacted for bids and their replies are reflected accurately on this form.				SUBTOTAL			\$78,244.02	\$78,605.25	\$0.00					
				SHIPPING COST			\$75.00	\$370.09	\$0.00					
				TOTALS			\$78,319.02	\$78,975.34	\$0.00					
				PAYMENT TERMS										
				F.O.B. SHIPPING TERMS										
				DELIVERY DATE										

All awards should be made based on "Best Value" to the City. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest bid.

I am requesting that this bid be awarded to GT Distributors (GT's). GT's is an industry standard in public safety equipment. They are located in Dallas County and have met the Police Department's needs in the past. Previous experience with this vendor has proven exceptional in products, customer service, quality, and availability. GT's has an excellent reputation in this trade and with the Police Department. I requested quotes from other vendors; Off Duty Armory in Burleson, Defender Outdoors in Fort Worth, and Gritr Sports in Euless. All three either didn't respond or stated they were not able to match the "Blue Label" pricing offered by GT Distributors and Primary Arms.

* Name of Person Completing this Form: Assistnat Chief A. Tijerina

* Signature: _____

NOTE: THE COMPLETED & SIGNED TABULATION FORM AND COPIES OF ALL QUOTES MUST BE ATTACHED TO THE PURCHASE REQUISITION.

Form version 6.6.19



Estimate

#ES-17256
7/31/2025

Primary Arms, LLC
3219 S Sam Houston Pkwy E, Ste 100,
Houston, TX, 77047
United States

Estimate Expiration Date: 9/11/2025

Bill To

ATTN: Nathan Roach
Duncanville Police Department
203 E. Wheatland Road
Duncanville TX 75116
United States

Ship To

ATTN: Nathan Roach
Duncanville Police Department
203 E. Wheatland Road
Duncanville TX 75116
United States

TOTAL

\$78,975.34

Memo	Sales Rep	Shipping Method
	1025 Alexander Forney	FedEx 2Day®

Item	Quantity	Rate	Amount
7390RDS-8325-411 Safariland 7390RDS 7TS ALS Mid-Ride Level I Duty Holster for GLOCK 17 with RDS/TLR-1 - Plain Black - Right Hand	65	\$145.08	\$9,430.20
7390RDS-8325-412 Safariland 7390RDS 7TS ALS Mid-Ride Level I Duty Holster for GLOCK 17 with RDS/TLR-1 - Plain Black - Left Hand	10	\$145.08	\$1,450.80
STL69260 Streamlight TLR-1 HL Tactical Weapon Light - 1000 Lumens - Black	75	\$170.99	\$12,824.25
PA455SB02MOS8A3 GLOCK Blue Label G45 Gen 5 MOS8 9mm Pistol with Aimpoint COA - 17+1	75	\$732.00	\$54,900.00

Subtotal	\$78,605.25
Discount	
Shipping Cost	\$370.09
Total Tax (%)	\$0.00

Total \$78,975.34

Estimate Disclaimer

This estimate may exclude any applicable taxes. The final invoice may include sales tax, VAT, or other applicable taxes based on the shipping destination and tax regulations. If tax exemption status applies to this order, provide a valid exemption documentation before placing the order. Failure to verify tax exemption before the order is finalized will result in the order being processed with all applicable taxes included, and adjustments may not be possible after the fact. This estimate is for informational purposes only and does not constitute a binding invoice. Pricing and availability are subject to change.





GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0213376
Date	8/1/2025
Page:	1

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn: A.C. ADRIAN TIJERINA
PO REQUIRED
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GLOCK QUOTE	001939	MPH	FACTORY DIRECT	NET 15	0/0/0000	3,092,308

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	NOTES:	90-120 DAY LEAD-TIME	EA	\$0.00	\$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/26. Email BuyBoard PO's to info@buyboard.com			
75	GLOCK-PA455SB02MO	Glock45 Gen5 9mm MOS COA Ameriglo NTF/	EA	\$732.00	\$54,900.00
		SUGGESTED AGENCY \$737.00			
75	STL-69260*	Streamlight TLR-1 HL Rail Mounted Tac Light 1	EA	\$144.37	\$10,827.75
		2025 MSRP \$328.12 -56% DISCOUNT=\$144.37			
65	SAF-7390RDS-28325-4	Safariland 7390 ALS w/Optic & TLR!-HL PL RH	EA	\$135.50	\$8,807.50
		2025 MSRP \$201.50 -30%=\$141.05			
10	SAF-7390RDS-28325-4	Safariland 7390 RDS Holster G19 W/Light LH	EA	\$135.50	\$1,355.00
		2025 MSRP \$201.50 -30%=\$141.05			

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Your salesperson is Michael Hunter. Thank You.

Subtotal	\$75,890.25
Misc	\$0.00
Tax	\$0.00
Freight	\$75.00
Total	\$75,965.25



GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Quote	QTE0212649
Date	7/18/2025
Page:	1

Bill To:

Duncanville, City of (TX)
Attn:Accounts Payable
P.O. Box 380280
Duncanville TX 75138

Ship To:

Duncanville, City of (TX)
203 E. Wheatland Rd
Attn: A.C. Adrian Tijerina
PO #:
Duncanville TX 75138-0280

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
TIJERINA 18JUL25 GL	001939	MPH	FACTORY DIRECT	NET 15	0/0/0000	3,087,191

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	GLOCK-PA4850B02FR	Glock 48 Gen 5 9mm MOS COA Ameriglo NTF/	EA	\$619.60	\$619.60
1	STL-69424	Streamlight TLR-7 FLEX Rail Mounted Tac Ligh	EA	\$164.99	\$164.99
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/26. Email BuyBoard PO's to info@buyboard.com			
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		Quote is valid for 30 days. QUOTE # MUST BE REFERENCED ON PO. Freight may vary with quantity changes.			
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		Glock is currently quoting lead-times of 90-120 days, or greater.			

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Tijerina, Adrian
ATijerina@duncanvillepd.com
Your salesperson was James.
We appreciate your business!

Subtotal	\$784.59
Misc	\$0.00
Tax	\$0.00
Freight	\$7.99
Total	\$792.58



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a resolution authorizing the approval of a five-year agreement with AXON Enterprise, Inc. for a contract renewal and the acquisition, utilization, and maintenance of AXON's comprehensive public safety technology platform with a total 5-year contract not to exceed \$1,400,000.00.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Ron Wilcots, Assistant Chief of Police

BACKGROUND/HISTORY:

In March 2025, with the existing contracts set to expire in November 2027 and March 2028, the Duncanville Police Department proactively entered negotiations with AXON Enterprise, Inc. for a new, expanded agreement that includes additional public safety technologies such as conducted energy devices (Tasers), drones, and FUSUS integration, among other products.

As part of the agreement, the department will receive a **credit of \$320,855.72**, applied towards the total **contract value of \$1,362,299.08** over a 60-month term. The bundling of the new products, extension of the contract duration, and the inclusion of the negotiated discounts and credits will result in **cost savings of \$235,914.00 annually**, totaling **\$1,179,574.42 over the life of the contract**.

Payment Summary

Date	Subtotal	Tax	Total
Fiscal Year 2026	\$0.00 (credited)	\$0.00	\$0.00 (credited)
Fiscal Year 2027	\$340,574.77	\$0.00	\$340,574.77
Fiscal Year 2028	\$340,574.77	\$0.00	\$340,574.77
Fiscal Year 2029	\$340,574.77	\$0.00	\$340,574.77
Fiscal Year 2030	\$340,574.77	\$0.00	\$340,574.77
Total	\$1,362,299.08	\$0.00	\$1,362,299.08

POLICY EXPLANATION:

Approval of this item as noted:

1. Combines all Axon contracts into one.
2. Saves the city **\$1,179,574.42.**
3. Provides the resources needed to better enhance crime reduction.

FUNDING SOURCE:

ORG and Object Number

01055000-700450

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Do not Approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[AXON Resolution](#)
[Q-686441-45870JW-2](#)

RESOLUTION NO. 2025-535

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, TO CONSIDER A RESOLUTION AUTHORIZING THE APPROVAL OF A FIVE-YEAR AGREEMENT WITH AXON ENTERPRISE, INC. FOR A CONTRACT RENEWAL AND THE ACQUISITION, UTILIZATION, AND MAINTENANCE OF AXON'S COMPREHENSIVE PUBLIC SAFETY TECHNOLOGY PLATFORM WITH A TOTAL 5-YEAR CONTRACT NOT TO EXCEED \$1,400,000.00; AND AUTHORIZING THE INTERIM CITY MANAGER AS THE AUTHORIZED OFFICIAL TO EXECUTE ALL DOCUMENTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville Police Department has reviewed and evaluated the City's police technology equipment and has identified the need to upgrade by implementing new technology; and

WHEREAS, the City has determined in accordance with state law that the purchase of the equipment and technologies that comply with City specifications can be acquired from Axon Integrated Technology; and

WHEREAS, the City Council of the City of Duncanville finds it to be in the public interest to authorize the early renewal and bundling of the AXON contracts.

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

SECTION 1. The City Council of the City of Duncanville hereby authorizes the approval of a five-year agreement with AXON Enterprise, Inc., for a contract renewal and the acquisition, utilization, and maintenance of AXON's comprehensive public safety technology platform with a total 5-year contract not to exceed one million four hundred thousand dollars (\$1,400,000.00)

SECTION 2. That the City Council of the City of Duncanville authorizes the Interim City Manager, as the authorized official, to execute the appropriate and necessary documents and/or purchase orders

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-686441-45870JW

Issued: 08/01/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 170572

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Duncanville Police Department 203 E WHEATLAND RD DUNCANVILLE, TX 75116-4824 USA	Duncanville Police Dept. - TX 203 E WHEATLAND RD DUNCANVILLE TX 75116-4824 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrold Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Ronald McCarty Phone: Email: rmccarty@duncanvillepd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,362,299.08
ESTIMATED TOTAL W/ TAX	\$1,362,299.08

Discount Summary

Average Savings Per Year	\$235,914.88
TOTAL SAVINGS	\$1,179,574.42

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$0.00	\$0.00	\$0.00
Oct 2026	\$340,574.77	\$0.00	\$340,574.77
Oct 2027	\$340,574.77	\$0.00	\$340,574.77
Oct 2028	\$340,574.77	\$0.00	\$340,574.77
Oct 2029	\$340,574.77	\$0.00	\$340,574.77
Total	\$1,362,299.08	\$0.00	\$1,362,299.08

Quote Unbundled Price:	\$2,443,642.23
Quote List Price:	\$2,078,715.63
Quote Subtotal:	\$1,362,299.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$169,149.34)	(\$169,149.34)	\$0.00	(\$169,149.34)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$151,706.38)	(\$151,706.38)	\$0.00	(\$151,706.38)
B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	60	\$337.01	\$249.15	\$181.88	\$534,727.20	\$0.00	\$534,727.20
Fleet3ARe	Fleet 3 Advanced Renewal	23	60	\$225.84	\$189.57	\$189.57	\$261,606.60	\$0.00	\$261,606.60
Fleet3A	Fleet 3 Advanced	1	60	\$308.54	\$258.90	\$258.90	\$15,534.00	\$0.00	\$15,534.00
C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	60	\$43.48	\$65.00	\$48.75	\$143,325.00	\$0.00	\$143,325.00
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	60	\$384.44	\$287.06	\$258.36	\$310,032.00	\$0.00	\$310,032.00
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$600.00	\$600.00	\$0.00	\$600.00
101409	AXON FUSUS - CORE - LISTEN	1			\$600.00	\$600.00	\$600.00	\$0.00	\$600.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1			\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8			\$600.00	\$600.00	\$4,800.00	\$0.00	\$4,800.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5			\$2,000.00	\$2,000.00	\$10,000.00	\$0.00	\$10,000.00
101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1			\$28,268.00	\$28,268.00	\$28,268.00	\$0.00	\$28,268.00
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	60	\$110,955.50	\$3,533.22	\$3,533.22	\$211,993.20	\$0.00	\$211,993.20
A00007	BUNDLE - AXON DFR PATROL	1	60	\$54,866.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	69			\$1,798.00	\$91.20	\$6,293.00	\$0.00	\$6,293.00
A la Carte Software									
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	60		\$57.50	\$57.50	\$24,150.00	\$0.00	\$24,150.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	60		\$22.57	\$22.57	\$93,439.80	\$0.00	\$93,439.80
A la Carte Services									
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1			\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00
A la Carte Warranties									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	29		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,362,299.08	\$0.00	\$1,362,299.08

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	7	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	62	1	10/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	76	1	10/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	76	1	10/01/2025
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	76	1	10/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	10/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	10/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	10/01/2025
BUNDLE - AXON AIR DFR SINGLE DOCK	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	1	1	10/01/2025
Fleet 3 Advanced	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	1	1	10/01/2025
Fleet 3 Advanced	101926	AXON FLEET - TAOGAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	1	1	10/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	1	1	10/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	10/01/2025
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	1	10/01/2025
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	1	10/01/2025
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	1	10/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	1	10/01/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	10/01/2025
A la Carte	101409	AXON FUSUS - CORE - LISTEN	1	1	10/01/2025
A la Carte	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	1	10/01/2025
BUNDLE - AXON DFR PATROL	101737	AXON AIR - SKYDIO SAFE PATROL KIT HW REFRESH	1	1	11/01/2025
BUNDLE - AXON DFR PATROL	101738	AXON AIR - SKYDIO X10 PATROL HW KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	20	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	400	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	200	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	20	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	20	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	20	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	980	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	490	1	11/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100126	AXON VR - TACTICAL BAG	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100748	AXON VR - CONTROLLER - TASER 10	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101294	AXON VR - TABLET	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101300	AXON VR - TABLET CASE	2	1	11/01/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	11/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	400	1	11/01/2026
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	23	1	02/07/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	11/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	20	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	50	1	05/02/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	05/02/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	150	1	11/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	11/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	140	1	11/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	20	1	10/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	10/01/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	50	1	10/01/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	10/01/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	10/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR DFR SINGLE DOCK	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	11/01/2025	10/31/2030
BUNDLE - AXON AIR DFR SINGLE DOCK	101199	AXON AIR - SKYDIO DFR COMMAND	1	11/01/2025	10/31/2030
BUNDLE - AXON DFR PATROL	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	11/01/2025	10/31/2030
BUNDLE - AXON DFR PATROL	100551	AXON AIR - DRONESENSE CLOUDSTREAM FOR SKYDIO	1	11/01/2025	10/31/2030
BUNDLE - AXON DFR PATROL	101199	AXON AIR - SKYDIO DFR COMMAND	1	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	200	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	20	11/01/2025	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	49	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101705	AXON FUSUS - LICENSE - PRO USER	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	20370	AXON VR - USER ACCESS - FULL VR	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73618	AXON COMMUNITY REQUEST	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73638	AXON STANDARDS - LICENSE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73739	AXON PERFORMANCE - LICENSE	49	11/01/2025	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	49	11/01/2025	10/31/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	11/01/2025	10/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	11/01/2025	10/31/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	1	11/01/2025	10/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	23	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	23	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	23	11/01/2025	10/31/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	46	11/01/2025	10/31/2030
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	11/01/2025	10/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR DFR SINGLE DOCK	101502	AXON AIR - SKYDIO - DEPLOYMENT AND TRAINING - DOCK FOR X10	1

Services

Bundle	Item	Description	QTY
BUNDLE - AXON AIR DFR SINGLE DOCK	101620	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR X10 DOCK	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	20
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	20
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	49
BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	49
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	23
A la Carte	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - AXON AIR DFR SINGLE DOCK	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		
BUNDLE - AXON DFR PATROL	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	23	11/01/2025	03/31/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	11/01/2025	03/31/2028
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	10/01/2026	10/31/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	10/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	1	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	1	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	20	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	20	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	20	11/01/2026	10/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100197	AXON VR - EXT WARRANTY - HEADSET	2	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	100213	AXON VR - EXT WARRANTY - TABLET	2	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	49	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	11/01/2026	10/31/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	11/01/2026	10/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	203 E WHEATLAND RD	DUNCANVILLE	TX	75116-4824	USA
1	203 E WHEATLAND RD	DUNCANVILLE	TX	75116-4824	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$4,603.66	\$0.00	\$4,603.66
Year 1	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	\$3,812.55	\$0.00	\$3,812.55
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$381.26	\$0.00	\$381.26
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	\$915.01	\$0.00	\$915.01
Year 1	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$1,906.28	\$0.00	\$1,906.28
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$762.51	\$0.00	\$762.51
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$953.14	\$0.00	\$953.14
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$114.38	\$0.00	\$114.38
Year 1	101409	AXON FUSUS - CORE - LISTEN	1	\$114.38	\$0.00	\$114.38
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	\$5,388.66	\$0.00	\$5,388.66
Year 1	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	\$0.00	\$0.00	\$0.00
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,293.60	\$0.00	\$1,293.60
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	\$17,812.05	\$0.00	\$17,812.05
Year 1	A00007	BUNDLE - AXON DFR PATROL	1	\$0.00	\$0.00	\$0.00
Year 1	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	\$40,411.76	\$0.00	\$40,411.76
Year 1	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	\$101,933.80	\$0.00	\$101,933.80
Year 1	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	\$27,321.72	\$0.00	\$27,321.72
Year 1	Fleet3A	Fleet 3 Advanced	1	\$2,961.22	\$0.00	\$2,961.22
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$49,869.43	\$0.00	\$49,869.43
Year 1	H00001	AB4 Camera Bundle	69	\$1,199.62	\$0.00	\$1,199.62
Year 1	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 1	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	\$59,100.69	\$0.00	\$59,100.69
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$151,706.38)	\$0.00	(\$151,706.38)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$169,149.34)	\$0.00	(\$169,149.34)
Total				\$0.00	\$0.00	\$0.00

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$4,886.59	\$0.00	\$4,886.59
Year 2	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	\$4,046.86	\$0.00	\$4,046.86

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$404.69	\$0.00	\$404.69
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	\$971.25	\$0.00	\$971.25
Year 2	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$2,023.43	\$0.00	\$2,023.43
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$809.37	\$0.00	\$809.37
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$1,011.72	\$0.00	\$1,011.72
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$121.41	\$0.00	\$121.41
Year 2	101409	AXON FUSUS - CORE - LISTEN	1	\$121.41	\$0.00	\$121.41
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	\$5,719.83	\$0.00	\$5,719.83
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	\$0.00	\$0.00	\$0.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,373.10	\$0.00	\$1,373.10
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	\$18,906.80	\$0.00	\$18,906.80
Year 2	A00007	BUNDLE - AXON DFR PATROL	1	\$0.00	\$0.00	\$0.00
Year 2	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	\$42,895.36	\$0.00	\$42,895.36
Year 2	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	\$108,198.37	\$0.00	\$108,198.37
Year 2	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	\$29,000.83	\$0.00	\$29,000.83
Year 2	Fleet3A	Fleet 3 Advanced	1	\$3,143.21	\$0.00	\$3,143.21
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$52,934.28	\$0.00	\$52,934.28
Year 2	H00001	AB4 Camera Bundle	69	\$1,273.35	\$0.00	\$1,273.35
Year 2	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 2	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	\$62,732.91	\$0.00	\$62,732.91
Total				\$340,574.77	\$0.00	\$340,574.77

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$4,886.59	\$0.00	\$4,886.59
Year 3	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	\$4,046.86	\$0.00	\$4,046.86
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$404.69	\$0.00	\$404.69
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	\$971.25	\$0.00	\$971.25
Year 3	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$2,023.43	\$0.00	\$2,023.43
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$809.37	\$0.00	\$809.37
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$1,011.72	\$0.00	\$1,011.72
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$121.41	\$0.00	\$121.41
Year 3	101409	AXON FUSUS - CORE - LISTEN	1	\$121.41	\$0.00	\$121.41
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	\$5,719.83	\$0.00	\$5,719.83
Year 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	\$0.00	\$0.00	\$0.00
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,373.10	\$0.00	\$1,373.10

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	\$18,906.80	\$0.00	\$18,906.80
Year 3	A00007	BUNDLE - AXON DFR PATROL	1	\$0.00	\$0.00	\$0.00
Year 3	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	\$42,895.36	\$0.00	\$42,895.36
Year 3	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	\$108,198.37	\$0.00	\$108,198.37
Year 3	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	\$29,000.83	\$0.00	\$29,000.83
Year 3	Fleet3A	Fleet 3 Advanced	1	\$3,143.21	\$0.00	\$3,143.21
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$52,934.28	\$0.00	\$52,934.28
Year 3	H00001	AB4 Camera Bundle	69	\$1,273.35	\$0.00	\$1,273.35
Year 3	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 3	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	\$62,732.91	\$0.00	\$62,732.91
Total				\$340,574.77	\$0.00	\$340,574.77

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$4,886.59	\$0.00	\$4,886.59
Year 4	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	\$4,046.86	\$0.00	\$4,046.86
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$404.69	\$0.00	\$404.69
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	\$971.25	\$0.00	\$971.25
Year 4	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$2,023.43	\$0.00	\$2,023.43
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$809.37	\$0.00	\$809.37
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$1,011.72	\$0.00	\$1,011.72
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$121.41	\$0.00	\$121.41
Year 4	101409	AXON FUSUS - CORE - LISTEN	1	\$121.41	\$0.00	\$121.41
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 4	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	\$5,719.83	\$0.00	\$5,719.83
Year 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	\$0.00	\$0.00	\$0.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,373.10	\$0.00	\$1,373.10
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	\$18,906.80	\$0.00	\$18,906.80
Year 4	A00007	BUNDLE - AXON DFR PATROL	1	\$0.00	\$0.00	\$0.00
Year 4	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	\$42,895.36	\$0.00	\$42,895.36
Year 4	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	\$108,198.37	\$0.00	\$108,198.37
Year 4	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	\$29,000.83	\$0.00	\$29,000.83
Year 4	Fleet3A	Fleet 3 Advanced	1	\$3,143.21	\$0.00	\$3,143.21
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$52,934.28	\$0.00	\$52,934.28
Year 4	H00001	AB4 Camera Bundle	69	\$1,273.35	\$0.00	\$1,273.35
Year 4	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 4	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	\$62,732.91	\$0.00	\$62,732.91
Total				\$340,574.77	\$0.00	\$340,574.77

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	7	\$4,886.59	\$0.00	\$4,886.59
Year 5	100968	AXON AIR - SKYDIO WAIVER APPLICATION - REMOTE OPS ESSENTIAL	1	\$4,046.86	\$0.00	\$4,046.86
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$404.69	\$0.00	\$404.69

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	8	\$971.25	\$0.00	\$971.25
Year 5	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$2,023.43	\$0.00	\$2,023.43
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	1	\$809.37	\$0.00	\$809.37
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$1,011.72	\$0.00	\$1,011.72
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$121.41	\$0.00	\$121.41
Year 5	101409	AXON FUSUS - CORE - LISTEN	1	\$121.41	\$0.00	\$121.41
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	8	\$0.00	\$0.00	\$0.00
Year 5	101968	AXON AIR - SKYDIO ASSURED FUTURE EQUIPMENT DFR KIT	1	\$5,719.83	\$0.00	\$5,719.83
Year 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	23	\$0.00	\$0.00	\$0.00
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,373.10	\$0.00	\$1,373.10
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	69	\$18,906.80	\$0.00	\$18,906.80
Year 5	A00007	BUNDLE - AXON DFR PATROL	1	\$0.00	\$0.00	\$0.00
Year 5	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	\$42,895.36	\$0.00	\$42,895.36
Year 5	B00056	BUNDLE - UNLIMITED PLUS ISLE WITH VR	49	\$108,198.37	\$0.00	\$108,198.37
Year 5	C00028	BUNDLE - TASER 10 CERTIFICATION PRO ADD-ON	49	\$29,000.83	\$0.00	\$29,000.83
Year 5	Fleet3A	Fleet 3 Advanced	1	\$3,143.21	\$0.00	\$3,143.21
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	23	\$52,934.28	\$0.00	\$52,934.28
Year 5	H00001	AB4 Camera Bundle	69	\$1,273.35	\$0.00	\$1,273.35
Year 5	H00002	AB4 Multi Bay Dock Bundle	7	\$0.00	\$0.00	\$0.00
Year 5	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20	\$62,732.91	\$0.00	\$62,732.91
Total				\$340,574.77	\$0.00	\$340,574.77

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-338425, Q-388979, Q-388980, Q-469851, Q-481974, Q-497842, Q-513149, Q-578791, Q-616170, Q-616828

Agency is terminating those contracts effective 11/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$320,855.72

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-481974 - INUS328146 - 3/1/2025 - \$2,456.88

Q-482013 - INUS314756 - 1/15/2025 - \$1,195.77

Q-578791 - INUS320173 - 2/1/2025 - \$9,837.36

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

8/1/2025





STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Conduct a Public Hearing on the 2025 tax rate.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state. Additionally, it is required that a public hearing on the tax rate be conducted if the proposed tax rate is higher than the No-New-Revenue rate. The No-New-Revenue rate is the tax rate that will raise the same amount of property tax revenue for the City of Duncanville from the same properties in both the 2024 and 2025 tax years. The Voter-Approval rate is the highest rate a city may adopt without holding an election to seek voter approval. The 2024 adopted tax rate, the 2025 No-New-Revenue rate, the 2025 Voter-Approval tax rate, and the 2025 proposed tax rate are as follows.

2024 Adopted Tax Rate:	\$0.614834 per \$100 valuation
2025 No-New-Revenue:	\$0.576469 per \$100 valuation
2025 Voter-Approval:	\$0.600166 per \$100 valuation
2025 Proposed Tax Rate:	\$0.600166 per \$100 valuation

This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 4.08% and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$-12.38.

The following table compares the taxes imposed on the average residence homestead by the City last year compared to the proposed rate and **average** taxable residence homestead in the City this year.

	2024	2025	Change
Total tax rate (per \$100 of value)	\$0.614834	\$0.600166	decrease of -0.014668, or -2.39%
Average homestead taxable value	\$243,185	\$263,816	increase of 20,631 or 8.48%
Tax on an average homestead	\$1,495.18	\$1,583.33	increase of 88.15, or 5.90%
Total tax levy on all properties	\$24,151,694	\$25,128,448	increase of 976,754, or 4.04%

POLICY EXPLANATION:

The proposed tax rate of \$0.600166 per \$100 valuation exceeds the No-New-Revenue tax rate of \$0.576469 per \$100 valuation. A public hearing is required to be conducted prior to the adoption of the tax rate. The vote on the tax rate must occur within 7 days of the public hearing and may occur at the same meeting as the public hearing on the tax rate. City Council may deliberate the tax rate upon the conclusion of the public hearing.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Conduct the Public Hearing as required.

ATTACHMENTS:

[Adoption of Tax Rate Calculations - 2025](#)

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Duncanville

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$3,939,336,875
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.577487/\$100
3. M&O taxes refunded for years preceding tax year 2024. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$94,598
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$159,085
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$22,684,671
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$4,186,916,286
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.565112/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$23,660,766
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$976,095
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	\$0.576469/\$100
11. This year's proposed total tax rate.	\$0.600166/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$0.023697
13. Percentage change in total tax rate. Divide Line 12 by line 10.	4.11%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.542961/\$100
15. This year's proposed M&O tax rate.	\$0.565112/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.022151
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	4.08%
Raised M&O Taxes on a \$100,000 Home	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.577487/\$100
20. This year's proposed M&O tax rate.	\$0.565112/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$-12.38



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Ordinance approving and adopting a budget for the City for the Fiscal Year October 1, 2025, through September 30, 2026

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

As required by the City Home Rule Charter, Section 4.02, the City Manager and Staff have prepared a budget for the Fiscal Year 2026, following multiple meetings and opportunities for input. The meeting dates included:

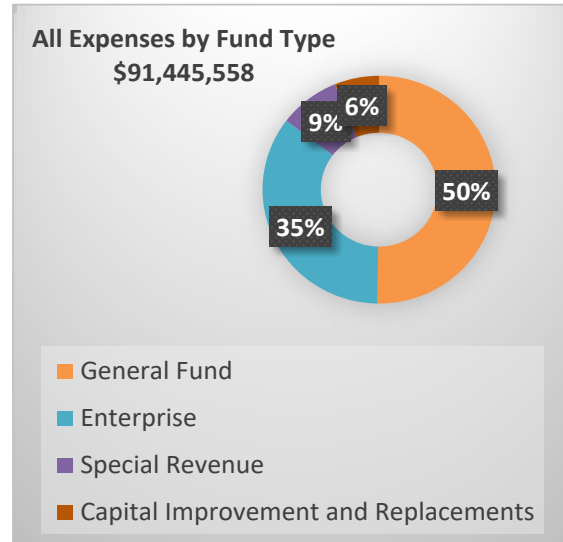
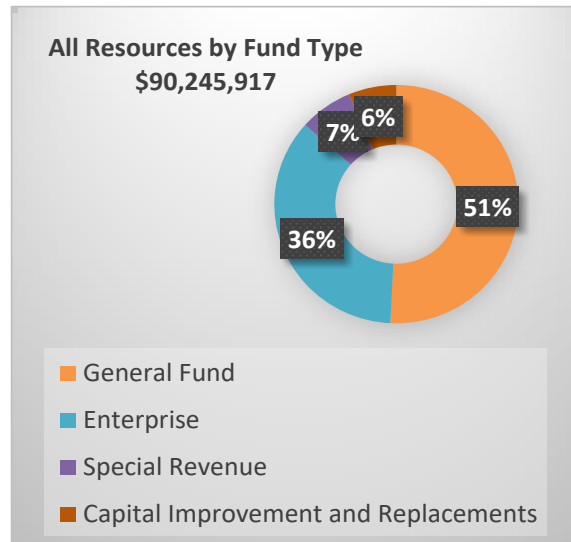
March 6 - CIP and Budget Townhall
 April 29 - Preliminary Budget Workshop
 June 26 - Preliminary Budget Workshop
 July 29 - Briefing and presentation of Proposed Budget
 August 12 - Proposed Budget Workshop and Record Vote on Tax Rate
 September 2 - Public Hearing on the Budget

This budget is built on a tax rate of \$0.600166. For the median taxable value in 2025, as compared to 2024, the impact is an increase of \$82.53 for the year.

IMPACT STATEMENT

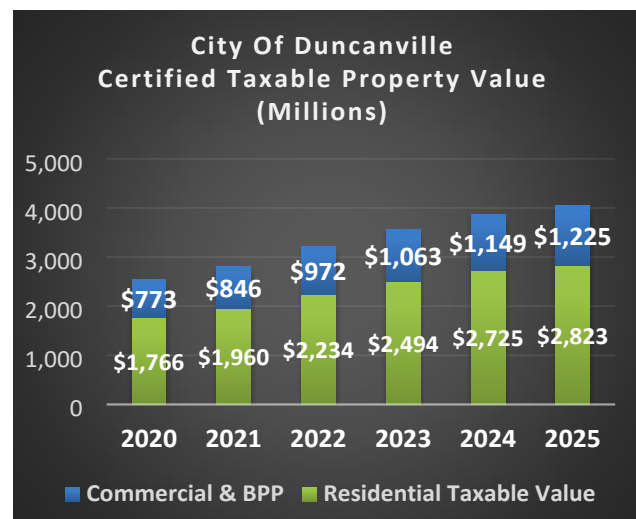
<u>Tax Year</u>	<u>Median Taxable Value</u>	<u>Tax Rate</u>	<u>Annual City Tax</u>
2024	\$237,895	\$0.614834	\$1,462.66
2025	\$257,461	\$0.600166	\$1,545.19
Difference Annually			+\$82.53

BUDGET HIGHLIGHTS



Property Tax – the Certified Taxable Values are 4.47% higher than the 2024 certified values. Dallas Central Appraisal District released the certified values on July 25 and Dallas County provided the tax rate calculation on 07/29/25. Property Tax is the largest source of revenue for the General Fund. The proposed rate is \$0.600166. This results in an increase of \$974,754 or 4.04%, compared to the 2024 adjusted tax levy.

Tax Rate Comparison			
Fiscal Year	Tax Rate	Single-Family Avg Taxable Value	Annual City Tax
2020	\$0.743447	\$150,870	\$1,122
2021	\$0.716852	\$164,095	\$1,176
2022	\$0.700000	\$173,715	\$1,216
2023	\$0.650460	\$207,110	\$1,347
2024	\$0.646034	\$222,690	\$1,438
2025	\$0.614834	\$243,957	\$1,500
2026	\$0.600166	\$263,816	\$1,583



IMPACT TO THE AVERAGE RESIDENT

SERVICE OF FEE – MONTHLY	FY 2024-25	FY 2025-26 ESTIMATE	\$ \$ CHANGE	TYPICAL RATE PAYER DEFINED:
<i>Water & Sewer</i>	\$120.42	\$128.73	\$8.31	Single-family, under 65 residential 6,000 GAL – 4 th year of rate increase
<i>Garbage</i>	\$28.96	\$30.41	\$1.45	Single-family curbside – 5% CPI increase
<i>Drainage</i>	\$5.00	\$5.00	\$0.00	
TOTAL UTILITIES	\$154.38	\$164.14	\$9.76	
<i>Property Tax (City Portion)</i>	\$124.99	\$131.94	\$6.95	2024 SFR - \$243,957 2025 SFR - \$263,816
TOTAL MONTHLY IMPACT	\$279.37	\$296.08	\$16.71	
<i>Annual Property Tax Impact</i>	\$1,500	\$1,583	\$83	

- Water and Sewer rates based on the third year of the five-year rate increase model Ordinance 2230R passed August 16, 2022.
- Garbage collection fees based on projected 5.4% CPI increase to the City's garbage collection contract. 5% increase projected to pass along to customers.

STRATEGIC HIGHLIGHTS – EXPENDITURES

Re-Imagine High Quality of Life

- Continued support of the Arts
- Economic Development support of Beautification
- Signature Events
- Addition of 2 Police Officers
- Continued support of current and updated library materials
- Star Transit transportation support

**Emphasize Government Accountability,
Customer Service, Efficiencies**

- Performance Metric dashboard
- OpenGov online budget and financial transparency portal
- Investment in employees and retirees with 3% COLA and up to 2% Merit increase and increased contribution into TMRS to build to the maximum benefit
- My Government Online - Public Works software
- Regional Partnerships to maximize resources and services

**Promote Development and
Redevelopment
Develop Infrastructure Improvement
Strategy**

- \$900,000 in Economic Development incentives for redevelopment, shopping center revitalization and downtown, Main Street corridor
- Hotel/Motel Tax - investment in Fieldhouse improvements
- \$3 million in CIP funds for new Water/Wastewater projects

**Advance the Marketing Strategy of the
City and Community Engagement Plan**

- ADA accessible digital content project
- Continued funding for SWAG IT and improved capabilities to broadcast, record multiple meetings, simultaneously
- Community Calendar for website
- Economic Development sponsorships

POLICY EXPLANATION:

Section 4.05 of the Duncanville Home Rule Charter states that the Council shall adopt a budget for the next fiscal year at least 10 days before the fiscal year end.

Motion: I move the proposed budget for the City of Duncanville for Fiscal Year October 1, 2025, through September 30, 2026; providing that expenditures for said Fiscal Year shall be made in accordance with said Budget, be adopted. This budget will raise more total property taxes than last year's budget by \$976,754, or 4.04%, and of that amount, \$53,805 is tax revenue to be raised from new property added to the tax roll this year.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the proposed budget.
2. Do not approve the proposed budget.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance No. - 2550 - FY 2025-26 Budget Adoption - Pdf](#)

ORDINANCE NO. 2549

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE CITY FOR THE FISCAL YEAR OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE; AND DECLARING AN EFFECTIVE DATE. THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$976,754 OR 4.04%, AND OF THAT AMOUNT \$53,805 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

WHEREAS, the City Manager of the City of Duncanville, Texas, on the 29th day of July, 2025, filed with the City Secretary a proposed general budget for the City covering the fiscal year aforesaid; and

WHEREAS, the governing body of the City concluded its public hearing on said budget on September 2, 2025, and notice of the public hearing was published in the official newspaper of the City at least 5 days before the date of the public hearing; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for the adoption of the budget have been performed or completed in the manner and form set forth by law.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Adoption of Budget. The 2025-2026 budget attached hereto as Exhibit "A", and the maintenance and operation and debt service funds, and, all other funds and appropriation set forth therein including utility sales tax, drainage and sanitation funds is hereby approved in all respects and is adopted for the City's fiscal year beginning October 1, 2025 and ending September 30, 2026.

SECTION 3. Appropriation of Funds. For the City's fiscal year beginning October 1, 2025 and ending September 30, 2026, the amounts reflected in the budget: (a) to provide for a sinking fund for the payment of principal and interest of debt; and (b) to provide for the payment of expenditures shown in the budget, are hereby officially appropriated for maintenance and operations and such other expenditures and appropriated recited therein.

SECTION 4. Amendments to the Budget. Expenditures during the 2025-2026 fiscal year shall be made in accordance with this budget and this ordinance, unless amended in accordance with Chapter 102 of the Texas Local Government Code and/or the Home Rule Charter.

SECTION 5. Authority of City Manager. That specific authority is given to the City Manager to make transfers of budgeted appropriations from one account classification to another account classification within the same department.

SECTION 6. Amendments. A copy of the Budget and this Ordinance, if any amendment thereto, shall be filed with the county clerk as provided by state law.

SECTION 7. Ratification. That the City Council hereby ratifies, adopts, and approves all actual expenditures and changes to the Fiscal Year 2024-2025 Budget; and hereby authorizes the same as if previously approved and adopted.

SECTION 8. Effective Date. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Duncanville, Texas, on this the 16th day of September 2025.

APPROVED:

GREG CONTRERAS, MAYOR

ATTEST:

CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

EXHIBIT A

City of Duncanville

Fiscal Year 2025-2026

Proposed Annual Budget

Pending approval by the Mayor and City Council
In accordance with Texas Local Government Code 102.007

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

ABSENT:

This budget will raise more revenue from property taxes than last year's budget by an approximate amount of \$976,754, which is a 4.04 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$53,805.

IMPACT STATEMENT

Tax Year	Median Taxable Value	Tax Rate	City Annual Tax
2024	\$237,895	\$0.614834	\$1,462.66
2025	\$257,461	\$0.600166	\$1,545.19
Increase in city taxes			+\$82.53

PROPERTY TAX RATE COMPARISON

Fiscal Year	Property Tax Rate (Proposed)	No New Revenue Rate	No New Revenue M&O* Tax Rate	Voter-Approval Rate	Debt Rate
2025-26	\$0.600166	\$0.576469	\$0.541415	\$0.600166	\$0.035054
2024-25	\$0.614834	\$0.587621	\$0.554877	\$0.614834	\$0.037347

* Maintenance and Operations

MUNICIPAL DEBT OBLIGATIONS – PRINCIPAL & INTEREST

Tax Supported	Revenue Supported	Total
\$20,757,753		\$20,757,753

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EXHIBIT A

CONSOLIDATED SUMMARY BY FUND**FY 2025-2026 PROPOSED BUDGET**

Page 4 of 32

FUNDS	FUND BALANCE RESOURCES	NEW REVENUES	NEW EXPENDITURES	NET INCOME (EXPENSES)	ENDING FUND BALANCE
001 - GENERAL FUND	\$ 19,899,307	44,864,848	44,835,968	28,880	\$ 19,928,187
002 - WATER/SEWER UTILITY FUND	\$ 11,951,394	24,496,050	24,333,745	162,305	\$ 12,113,699
005 - DEBT SERVICE FUND	\$ 616,989	1,515,481	1,485,981	29,500	\$ 646,489
*008 - COMPREHENSIVE SELF INSURANCE	\$ 410,613	672,767	720,626	(47,859)	\$ 362,754
010 - HOTEL TAX FUND	\$ 2,776,034	1,261,460	1,182,929	78,531	\$ 2,854,564
011 - ARTS FUND	\$ 77,084	189,219	95,000	94,219	\$ 171,303
012 - ECONOMIC DEVELOPMENT	\$ 6,033,884	3,502,371	3,397,959	104,412	\$ 6,138,296
013 - GRANT FUND	\$ 322,224	399,675	356,853	42,822	\$ 365,046
015 - DRAINAGE FUND	\$ 815,231	1,050,000	1,049,972	28	\$ 815,259
016 - FLEET/EQUIP REPR/REPLACE FUND	\$ 1,316,142	1,024,641	1,000,000	24,641	\$ 1,340,783
017 - UTILITY CAPITAL PROJECTS	\$ (3,820)	3,000,000	3,000,000	-	\$ (3,820)
018 - UTILITY METER REPLACEMENT FUND	\$ 1,500,000	500,000	500,000	-	\$ 1,500,000
019 - SANITATION FUND	\$ 1,290,965	5,188,957	5,176,191	12,766	\$ 1,303,731
020 - STREET/ALLEY CIP FUND	\$ 6,399	82,000	50,000	32,000	\$ 38,399
024 - PARK CAPITAL IMPROV FUND	\$ 72,061	-	-	-	\$ 72,061
025 - ALLEY IMPROVEMENT FUND	\$ 37,741	200,000	80,000	120,000	\$ 157,741
026 - CAPITAL IMPROVEMENT PROJ FUND	\$ 3,909,064	-	-	-	\$ 3,909,064
032 - INFO TECH REPAIR/REPLACE FUND	\$ 171,993	32,550	166,400	(133,850)	\$ 38,143
033 - TAX INCREMENT FINANCING FUND	\$ 818,519	172,198	2,750	169,448	\$ 987,967
041 - ONE-TIME PROJECTS	\$ 1,657,534	-	1,502,078	(1,502,078)	\$ 155,456
050 - POLICE FORFEITURE/SEIZURE FUND	\$ 3,044,391	36,800	220,000	(183,200)	\$ 2,861,191
215 - PEG FUND	\$ 49,182	40,000	50,000	(10,000)	\$ 39,182
225 - COURT SECURITY & TECH FUND	\$ 122,672	15,500	13,000	2,500	\$ 125,172
230 - JUVENILE CASE MANAGER FUND	\$ 1,588	8,000	7,305	695	\$ 2,283
420 - SWAT REPLACEMENT FUND	\$ 58,903	83,000	25,000	58,000	\$ 116,903
456 - FIELDHOUSE	\$ (1,783,548)	1,910,400	1,824,201	86,199	\$ (1,697,349)
758 - AMERICAN RESCUE PLAN	\$ 333,318	-	369,600	(369,600)	\$ (36,282)
TOTALS	\$ 55,505,864	\$ 90,245,917	\$ 91,445,558	\$ (1,199,641)	\$ 54,306,223

EXHIBIT A

ALL FUNDS SUMMARY

FY 2025-2026 PROPOSED BUDGET

Page 133		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
		ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
	FUND BALANCE RESOURCES	\$ 55,505,864									
	Revenue										
	50 - PROPERTY TAXES	21,807,557	22,410,646	24,454,564	24,454,564	25,557,276	26,387,614	27,244,785	28,134,684	29,058,637	30,008,186
	51 - SALES & OTHER TAXES	14,531,460	14,653,056	14,154,629	14,440,852	15,062,945	15,237,683	15,414,926	15,594,721	15,777,117	15,962,164
	52 - PERMITS & LICENSES	641,662	766,322	671,500	763,525	715,500	717,100	724,271	731,513	738,828	746,217
	53 - FINES & FEES	345,109	357,710	841,100	341,100	756,100	626,100	631,835	637,627	643,478	649,386
	54 - INTERGOV REVENUES	5,820,343	7,258,198	588,210	605,996	872,740	574,873	665,516	586,269	677,132	598,108
	55 - INTEREST	3,517,468	4,283,928	1,605,600	1,605,600	1,680,000	1,680,000	1,680,000	1,680,000	1,680,000	1,680,000
	56 - FRANCHISE FEE REV	2,314,351	2,199,064	2,060,000	2,060,000	2,175,000	2,175,500	2,174,110	2,173,832	2,175,669	2,176,622
	57 - CHARGES FOR SERVICES	26,962,755	28,230,796	30,976,673	31,351,673	33,144,007	35,174,532	37,051,657	38,176,814	39,374,857	40,578,915
	58 - TRANSFER FROM FUNDS	11,280,742	9,418,357	9,547,308	10,820,744	7,906,016	8,336,248	9,430,052	9,524,173	9,620,725	9,721,027
	59 - OTHER SOURCES	2,485,952	3,248,557	2,287,541	3,524,108	2,376,333	2,525,458	2,587,198	2,651,053	2,717,099	2,773,014
	Revenue Total	\$ 89,707,400	\$ 92,826,636	\$ 87,187,125	\$ 89,968,162	90,245,917	93,435,109	97,604,351	99,890,687	102,463,541	104,893,639
	Expense										
	60 - SALARY AND BENEFITS	27,038,794	30,824,645	32,332,947	31,723,516	35,530,791	36,770,717	38,356,646	39,898,193	40,994,305	42,123,382
	72 - SUPPLIES & MATERIALS	3,156,283	3,038,174	4,284,134	4,417,205	4,757,931	4,783,267	4,785,697	4,882,448	5,042,020	5,207,569
	73 - CONTRACT & PROF SVCS	22,290,878	25,157,858	26,526,190	29,611,558	29,673,913	30,642,928	31,534,035	32,452,112	33,398,001	33,990,079
	74 - MAINT & REPAIR SVCS	1,648,191	1,851,169	1,970,652	2,337,684	2,230,874	2,243,276	2,314,609	2,382,823	2,453,059	2,522,832
	75 - UTILITIES	1,245,381	1,562,063	1,245,196	1,372,219	1,694,403	1,728,776	1,773,331	1,819,165	1,866,317	1,914,781
	76 - CAPITAL OUTLAY	24,797,238	19,058,886	16,742,481	22,171,602	5,749,402	5,943,485	6,652,146	7,010,912	6,708,064	7,061,542
	77 - DEBT SERVICES	2,161,808	2,075,114	2,024,506	2,024,506	1,687,437	2,117,394	2,112,519	2,114,644	2,118,919	2,110,919
	78 - TRANSFER TO FUNDS	12,490,658	10,545,424	10,574,122	11,834,445	8,950,806	9,535,828	10,663,382	10,792,249	10,924,573	11,060,030
	79 - OTHER FINANCING USES	842,333	1,893,351	2,706,377	2,673,335	1,170,000	1,170,000	1,170,000	1,170,000	1,170,000	1,170,000
	Expense Total	\$ 95,671,564	\$ 96,006,685	\$ 98,406,606	\$ 108,166,070	91,445,558	94,935,672	99,362,365	102,522,546	104,675,258	107,161,134
	Net Income (Expense)	\$ (5,964,164)	\$ (3,180,049)	\$ (11,219,482)	\$ (18,197,908)	\$ (1,199,641)	\$ (1,500,563)	\$ (1,758,014)	\$ (2,631,860)	\$ (2,211,718)	\$ (2,267,495)
	ENDING FUND BALANCE	\$ 54,306,223									

EXHIBIT A

GENERAL FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
23	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
50 - PROPERTY TAXES	20,944,690	21,000,427	22,939,008	22,939,008	24,041,795	24,872,758	25,732,804	26,622,953	27,544,256	28,497,805
51 - SALES & OTHER TAXES	9,962,571	10,101,932	9,951,222	10,237,445	10,379,114	10,481,785	10,585,483	10,690,218	10,796,000	10,902,840
52 - PERMITS & LICENSES	641,662	766,322	671,500	763,525	715,500	717,100	724,271	731,513	738,828	746,217
53 - FINES & FEES	315,352	328,774	813,600	313,600	728,600	598,600	604,335	610,127	615,978	621,886
54 - INTERGOV REVENUES	337,434	371,843	350,810	350,810	358,940	363,073	368,716	374,469	380,332	386,308
55 - INTEREST	2,432,065	2,771,975	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
56 - FRANCHISE FEE REV	1,967,159	1,842,081	1,785,000	1,785,000	1,860,000	1,855,000	1,848,000	1,842,000	1,838,000	1,833,000
57 - CHARGES FOR SERVICES	1,052,982	1,313,826	1,214,000	1,314,000	1,297,300	1,312,000	1,324,950	1,338,030	1,351,240	1,364,582
58 - TRANSFER FROM FUNDS	2,904,293	2,796,005	2,802,670	2,802,670	3,562,099	3,698,782	3,783,945	3,871,664	3,962,014	4,055,074
59 - OTHER SOURCES	516,201	318,305	469,250	469,250	421,500	396,500	396,500	396,500	396,500	396,500
Revenue Total	\$ 41,074,408	\$ 41,611,491	\$ 42,497,060	\$ 42,475,308	\$ 44,864,848	\$ 45,795,598	\$ 46,869,005	\$ 47,977,473	\$ 49,123,147	\$ 50,304,212
Expense										
60 - SALARY AND BENEFITS	23,635,349	26,514,614	27,924,771	27,548,213	29,980,475	31,060,844	32,404,992	33,711,586	34,637,052	35,589,977
72 - SUPPLIES & MATERIALS	1,789,393	1,826,355	2,946,296	2,832,122	2,353,446	3,301,128	3,381,316	3,463,751	3,548,495	3,623,352
73 - CONTRACT & PROF SVCS	6,737,587	7,873,098	8,168,882	8,977,279	9,133,511	10,382,410	10,673,561	10,973,701	11,283,131	11,219,669
74 - MAINT & REPAIR SVCS	1,279,627	1,452,763	1,389,748	1,723,667	1,080,523	1,232,915	1,268,702	1,305,540	1,343,458	1,379,942
75 - UTILITIES	1,037,120	1,235,213	998,711	1,125,733	1,204,622	1,240,077	1,274,531	1,309,972	1,346,428	1,383,887
76 - CAPITAL OUTLAY	196,112	277,017	169,100	579,856	112,795	206,485	210,146	213,912	196,064	199,542
78 - TRANSFER TO FUNDS	1,979,514	1,163,822	1,066,425	2,293,298	970,596	1,157,481	1,184,469	1,209,752	1,235,387	1,260,953
79 - OTHER FINANCING USES	104,712	6,215	(166,873)	85	-					
Expense Total	\$ 36,759,414	\$ 40,349,096	\$ 42,497,061	\$ 45,080,254	\$ 44,835,968	\$ 48,581,340	\$ 50,397,718	\$ 52,188,212	\$ 53,590,015	\$ 54,657,322
Net Income (Expenses)	\$ 4,314,994	\$ 1,262,395	\$ (1)	\$ (2,604,946)	\$ 28,880	\$ (2,785,742)	\$ (3,528,713)	\$ (4,210,739)	\$ (4,466,868)	\$ (4,353,109)
BEGINNING FUND BALANCE	\$ 16,963,772	\$ 21,284,431		\$ 22,504,253	\$ 19,899,307	\$ 19,928,187	\$ 17,142,445	\$ 13,613,732	\$ 9,402,993	\$ 4,936,125
CHANGE IN FUND BALANCE	\$ 4,320,659	\$ 1,219,822		\$ (2,604,946)	\$ 28,880	\$ (2,785,742)	\$ (3,528,713)	\$ (4,210,739)	\$ (4,466,868)	\$ (4,353,109)
ENDING FUND BALANCE	\$ 21,284,431	\$ 22,504,253		\$ 19,899,307	\$ 19,928,187	\$ 17,142,445	\$ 13,613,732	\$ 9,402,993	\$ 4,936,125	\$ 583,016
90 DAYS MINIMUM RESERVE	\$ 9,063,965	\$ 9,949,092		\$ 10,473,364	\$ 11,055,444	\$ 11,978,961	\$ 12,426,835	\$ 12,868,326	\$ 13,213,976	\$ 13,477,148
150 DAYS MAXIMUM RESERVE	\$ 15,106,608	\$ 16,581,820		\$ 17,455,606	\$ 18,425,740	\$ 19,964,934	\$ 20,711,391	\$ 21,447,211	\$ 22,023,294	\$ 22,461,913

EXHIBIT A

UTILITY FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
53 - FINES & FEES	4,270	7,280	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
54 - INTERGOV REVENUES	-	-	600	600	-	-	-	-	-	-
55 - INTEREST	268,328	425,515	105,100	105,100	105,000	105,000	105,000	105,000	105,000	105,000
57 - CHARGES FOR SERVICES	19,521,973	20,522,133	22,670,060	22,670,060	24,347,050	26,233,882	27,966,484	28,944,357	29,992,301	31,043,390
59 - OTHER SOURCES	130,729	892,715	67,777	1,304,344	40,000	40,000	40,000	40,000	40,000	40,000
Revenue Total	\$ 19,925,300	\$ 21,847,643	\$ 22,847,537	\$ 24,084,104	\$ 24,496,050	\$ 26,382,882	\$ 28,115,484	\$ 29,093,357	\$ 30,141,301	\$ 31,192,390
Expense										
60 - SALARY AND BENEFITS	2,027,664	2,171,521	2,485,758	2,311,758	3,684,150	3,807,334	3,975,525	4,138,658	4,254,978	4,375,092
72 - SUPPLIES & MATERIALS	428,278	334,026	638,624	652,251	736,592	755,104	774,171	793,810	814,037	834,870
73 - CONTRACT & PROF SVCS	9,900,668	10,685,795	11,041,003	12,176,792	12,348,694	12,714,283	13,090,822	13,478,641	13,878,078	14,289,484
74 - MAINT & REPAIR SVCS	280,784	273,879	426,800	420,600	539,089	555,262	571,920	589,077	606,749	624,952
75 - UTILITIES	78,032	164,439	103,352	103,352	325,172	331,055	337,109	343,340	349,752	356,351
76 - CAPITAL OUTLAY	65,587	64,705	-	-	-	-	-	-	-	-
77 - DEBT SERVICES	-	-	-	-	201,456	632,038	630,038	632,413	634,038	630,038
78 - TRANSFER TO FUNDS	8,999,474	8,422,998	8,036,192	8,036,192	6,498,592	7,088,178	8,180,451	8,275,493	8,373,385	8,474,215
79 - OTHER FINANCING USES	47,509	108,306	-	-	-	-	-	-	-	-
Expense Total	\$ 21,827,995	\$ 22,225,671	\$ 22,731,729	\$ 23,700,945	\$ 24,333,745	\$ 25,883,254	\$ 27,560,037	\$ 28,251,431	\$ 28,911,018	\$ 29,585,002
Net Income (Expenses)	\$ (1,902,695)	\$ (378,028)	\$ 115,808	\$ 383,159	\$ 162,305	\$ 499,628	\$ 555,447	\$ 841,926	\$ 1,230,283	\$ 1,607,388
BEGINNING FUND BALANCE	\$ 14,657,302	\$ 11,938,151		\$ 11,568,235	\$ 11,951,394	\$ 12,113,699	\$ 12,613,328	\$ 13,168,775	\$ 14,010,701	\$ 15,240,984
CHANGE IN FUND BALANCE	\$ (2,719,151)	\$ (369,916)		\$ 383,159	\$ 162,305	\$ 499,628	\$ 555,447	\$ 841,926	\$ 1,230,283	\$ 1,607,388
ENDING FUND BALANCE	\$ 11,938,151	\$ 11,568,235		\$ 11,951,394	\$ 12,113,699	\$ 12,613,328	\$ 13,168,775	\$ 14,010,701	\$ 15,240,984	\$ 16,848,372
90 DAYS MINIMUM RESERVE	\$ 5,382,245	\$ 5,480,302		\$ 5,201,753	\$ 6,000,101	\$ 6,382,172	\$ 6,795,625	\$ 6,966,106	\$ 7,128,744	\$ 7,294,932
150 DAYS MAXIMUM RESERVE	\$ 8,970,409	\$ 9,133,837		\$ 8,669,589	\$ 10,000,169	\$ 10,636,954	\$ 11,326,042	\$ 11,610,177	\$ 11,881,240	\$ 12,158,220

EXHIBIT A

DEBT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
50 - PROPERTY TAXES	862,867	1,410,219	1,515,556	1,515,556	1,515,481	1,514,856	1,511,981	1,511,731	1,514,381	1,510,381
55 - INTEREST	17,719	27,659	-	-	-	-	-	-	-	-
Revenue Total	880,586	1,437,879	1,515,556	1,515,556	\$ 1,515,481	\$ 1,514,856	\$ 1,511,981	\$ 1,511,731	\$ 1,514,381	\$ 1,510,381
Expense										
77 - DEBT SERVICES	1,483,506	1,480,756	1,486,056	1,486,056	1,485,981	1,485,356	1,482,481	1,482,231	1,484,881	1,480,881
Expense Total	1,483,506	1,480,756	1,486,056	1,486,056	1,485,981	\$ 1,485,356	\$ 1,482,481	1,482,231	1,484,881	1,480,881
Net Income (Expenses)	\$ (602,920)	\$ (42,877)	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500
BEGINNING FUND BALANCE	\$ 1,233,289	\$ 630,367		\$ 587,489	\$ 616,989	\$ 646,489	\$ 675,989	\$ 705,489	\$ 734,989	\$ 764,489
CHANGE IN FUND BALANCE	\$ (602,922)	\$ (42,878)		\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500	\$ 29,500
ENDING FUND BALANCE	\$ 630,367	\$ 587,489		\$ 616,989	\$ 646,489	\$ 675,989	\$ 705,489	\$ 734,989	\$ 764,489	\$ 793,989

EXHIBIT A

COMPREHENSIVE INSURANCE FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED	FY 2026-2027 PLANNING	FY 2027-2028 PLANNING	FY 2028-2029 PLANNING	FY 2029-2030 PLANNING	FY 2030-2031 PLANNING
Revenue										
59 - OTHER SOURCES	468,049	559,539	560,025	560,025	672,767	699,678	727,665	756,771	787,042	818,524
Revenue Total	\$ 468,049	\$ 559,539	\$ 560,025	\$ 560,025	\$ 672,767	\$ 699,678	\$ 727,665	\$ 756,771	\$ 787,042	\$ 818,524
Expense										
60 - SALARY AND BENEFITS	39,608	90,939	75,000	125,000	100,000	100,000	100,000	100,000	100,000	100,000
73 - CONTRACT & PROF SVCS	521,809	500,139	510,000	577,781	620,626	637,145	654,159	671,684	689,734	708,326
Expense Total	\$ 561,417	\$ 591,078	\$ 585,000	\$ 702,781	\$ 720,626	\$ 737,145	\$ 754,159	\$ 771,684	\$ 789,734	\$ 808,326
Net Income (Expenses)	\$ (93,368)	\$ (31,539)	\$ (24,975)	\$ (142,756)	\$ (47,859)	\$ (37,467)	\$ (26,494)	\$ (14,913)	\$ (2,692)	\$ 10,197
BEGINNING FUND BALANCE	\$ 678,276	\$ 584,908		\$ 553,369	\$ 410,613	\$ 362,754	\$ 325,287	\$ 298,793	\$ 283,880	\$ 281,188
CHANGE IN FUND BALANCE	\$ (93,368)	\$ (31,539)		\$ (142,756)	\$ (47,859)	\$ (37,467)	\$ (26,494)	\$ (14,913)	\$ (2,692)	\$ 10,197
ENDING FUND BALANCE	\$ 584,908	\$ 553,369		\$ 410,613	\$ 362,754	\$ 325,287	\$ 298,793	\$ 283,880	\$ 281,188	\$ 291,385

EXHIBIT A

HOTEL TAX FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page 100 of 303		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
		ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
	Revenue										
	51 - SALES & OTHER TAXES	1,286,660	1,220,833	923,000	923,000	1,261,460	1,299,304	1,338,283	1,378,431	1,419,784	1,462,378
	55 - INTEREST	-	-	-	-	-	-	-	-	-	-
	59 - OTHER SOURCES		160	-	-	-	-	-	-	-	-
	Revenue Total	\$ 1,286,660	\$ 1,220,993	\$ 923,000	\$ 923,000	\$ 1,261,460	\$ 1,299,304	\$ 1,338,283	\$ 1,378,431	\$ 1,419,784	\$ 1,462,378
	Expense										
	60 - SALARY AND BENEFITS	64,278	80,610	102,585	110,085	48,423	49,667	51,630	53,579	54,921	56,296
	72 - SUPPLIES & MATERIALS	909	-	7,658	9,658		-	-	-	-	-
	73 - CONTRACT & PROF SVCS	387,575	653,740	647,454	697,954	685,552	706,083	727,230	749,012	771,446	794,552
	76 - CAPITAL OUTLAY		-	1,425,000	1,425,000	0.00					
	78 - TRANSFER TO FUNDS	31,268	35,616	461,726	495,176	448,954	256,938	264,646	272,587	280,763	289,186
	Expense Total	\$ 484,030	\$ 769,966	\$ 2,644,423	\$ 2,737,873	\$ 1,182,929	1,012,688	1,043,507	1,075,177	1,107,130	1,140,035
	Net Income (Expenses)	\$ 802,629	\$ 451,027	\$ (1,721,423)	\$ (1,814,873)	\$ 78,531	\$ 286,615	\$ 294,776	\$ 303,254	\$ 312,655	\$ 322,343
	BEGINNING FUND BALANCE	\$ 3,336,430	\$ 4,139,061		\$ 4,590,906	\$ 2,776,034	\$ 2,854,564	\$ 3,141,179	\$ 3,435,956	\$ 3,739,210	\$ 4,051,864
	CHANGE IN FUND BALANCE	\$ 802,631	\$ 451,845		\$ (1,814,873)	78,531	286,615	294,776	303,254	312,655	322,343
	ENDING FUND BALANCE	\$ 4,139,061	\$ 4,590,906		\$ 2,776,034	\$ 2,854,564	\$ 3,141,179	\$ 3,435,956	\$ 3,739,210	\$ 4,051,864	\$ 4,374,207

EXHIBIT A

ART FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED	FY 2026-2027 PLANNING	FY 2027-2028 PLANNING	FY 2028-2029 PLANNING	FY 2029-2030 PLANNING	FY 2030-2031 PLANNING
Revenue									
55 - INTEREST	-	-	-	-	-	-	-	-	-
58 - TRANSFER FROM FUNDS	-	-	138,450	189,219	194,895	200,742	206,765	212,967	219,356
59 - OTHER SOURCES	1,000	-	-	-	-	-	-	-	-
Revenue Total	\$ 1,000	\$ -	\$ 138,450	\$ 189,219	\$ 194,895	\$ 200,742	\$ 206,765	\$ 212,967	\$ 219,356
Expense									
72 - SUPPLIES & MATERIALS	181	-	-	-					
73 - CONTRACT & PROF SVCS	-	-	62,185	95,000	97,850	100,786	103,809	106,923	110,131
Expense Total	\$ 181	\$ -	\$ 62,185	\$ 95,000	\$ 97,850	\$ 100,786	\$ 103,809	\$ 106,923	\$ 110,131
Net Income (Expenses)	\$ 819	\$ -	\$ 76,265	\$ 94,219	\$ 97,045	\$ 99,957	\$ 102,956	\$ 106,044	\$ 109,225
BEGINNING FUND BALANCE			\$ 819	\$ 77,084	\$ 171,303	\$ 268,348	\$ 368,305	\$ 471,260	\$ 577,304
CHANGE IN FUND BALANCE	\$ 819		\$ 76,265	\$ 94,219	\$ 97,045	\$ 99,957	\$ 102,956	\$ 106,044	\$ 109,225
ENDING FUND BALANCE	\$ 819		\$ 77,084	\$ 171,303	\$ 268,348	\$ 368,305	\$ 471,260	\$ 577,304	\$ 686,529

EXHIBIT A

ECONOMIC DEVELOPMENT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page 203		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
		ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
	Revenue										
	51 - SALES & OTHER TAXES	3,282,230	3,330,291	3,280,407	3,280,407	3,422,371	3,456,595	3,491,161	3,526,072	3,561,333	3,596,946
	55 - INTEREST	59,572	101,025	-	-	75,000	75,000	75,000	75,000	75,000	75,000
	58 - TRANSFER FROM FUNDS		-	401,490	296,490	-	-	-	-	-	-
	59 - OTHER SOURCES		11,202	-	-	5,000	5,000	5,000	5,000	5,000	5,000
	Revenue Total	\$ 3,341,802	\$ 3,442,518	\$ 3,681,897	\$ 3,576,897	\$ 3,502,371	\$ 3,536,595	\$ 3,571,161	\$ 3,606,072	\$ 3,641,333	\$ 3,676,946
	Expense										
	60 - SALARY AND BENEFITS	454,070	499,813	634,791	640,918	624,573	643,938	671,265	697,961	717,192	737,014
	72 - SUPPLIES & MATERIALS	71,259	74,584	138,722	110,820	93,507	95,941	98,446	101,026	103,682	106,417
	73 - CONTRACT & PROF SVCS	180,299	384,130	948,901	1,065,676	802,179	826,078	850,693	876,045	902,156	929,048
	74 - MAINT & REPAIR SVCS	35,067	84,935	84,600	84,600	315,600	325,068	334,820	344,865	355,211	365,867
	75 - UTILITIES	16,318	20,035	23,200	23,200	100	102	104	106	108	110
	76 - CAPITAL OUTLAY	-	-	-	-	12,000	12,000	12,000	12,000	12,000	12,000
	78 - TRANSFER TO FUNDS	612,793	694,283	784,865	784,865	600,000	600,000	600,000	600,000	600,000	600,000
	79 - OTHER FINANCING USES	389,358	1,373,779	2,306,750	2,106,750	950,000	950,000	950,000	950,000	950,000	950,000
	Expense Total	\$ 1,759,165	\$ 3,131,558	\$ 4,921,829	\$ 4,816,829	\$ 3,397,959	\$ 3,453,127	\$ 3,517,329	\$ 3,582,003	\$ 3,640,349	\$ 3,700,456
	Net Income (Expenses)	\$ 1,582,636	\$ 310,960	\$ (1,239,932)	\$ (1,239,932)	\$ 104,412	\$ 83,467	\$ 53,832	\$ 24,070	\$ 984	\$ (23,510)
	BEGINNING FUND BALANCE	\$ 5,380,219	\$ 6,962,857		\$ 7,273,816	\$ 6,033,884	\$ 6,138,296	\$ 6,221,763	\$ 6,275,595	\$ 6,299,665	\$ 6,300,649
	CHANGE IN FUND BALANCE	\$ 1,582,638	\$ 310,959		\$ (1,239,932)	\$ 104,412	\$ 83,467	\$ 53,832	\$ 24,070	\$ 984	\$ (23,510)
	ENDING FUND BALANCE	\$ 6,962,857	\$ 7,273,816		\$ 6,033,884	\$ 6,138,296	\$ 6,221,763	\$ 6,275,595	\$ 6,299,665	\$ 6,300,649	\$ 6,277,139

EXHIBIT A

GRANT FUND SUMMARY

FY 2025-2026 PROPOSED BUDGET

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
54 - INTERGOV REVENUES	218,601	486,940	200,000	217,786	395,000
59 - OTHER SOURCES	4,558	15,568	4,675	4,675	4,675
Revenue Total	\$ 223,159	\$ 502,508	\$ 204,675	\$ 222,461	\$ 399,675
Expense					
60 - SALARY AND BENEFITS	17,857	44,332	-	-	20,471
72 - SUPPLIES & MATERIALS	1,765	18,632	6,075	48,692	6,075
73 - CONTRACT & PROF SVCS	70,294	107,905	205,807	238,520	325,807
74 - MAINT & REPAIR SVCS		-	-	48,313	
75 - UTILITIES	2,570	2,070	3,500	3,500	4,500
76 - CAPITAL OUTLAY		171,206	-	-	
Expense Total	\$ 92,486	\$ 344,145	\$ 215,382	\$ 339,025	\$ 356,853
Net Income (Expenses)	\$ 130,673	\$ 158,363	\$ (10,707)	\$ (116,564)	\$ 42,822
BEGINNING FUND BALANCE		\$ 279,823		\$ 438,788	\$ 322,224
CHANGE IN FUND BALANCE		\$ 158,965		\$ (116,564)	\$ 42,822
ENDING FUND BALANCE	\$ 279,823	\$ 438,788		\$ 322,224	\$ 365,046

EXHIBIT A

DRAINAGE FUND FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page 14 of 33		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
		ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
	Revenue										
	55 - INTEREST	-	-	-	-	-	-	-	-	-	-
	57 - CHARGES FOR SERVICES	741,746	510,259	1,050,000	1,325,000	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000	1,050,000
	59 - OTHER SOURCES	-	-	-	-	-	-	-	-	-	-
	Revenue Total	\$ 741,746	\$ 510,259	\$ 1,050,000	\$ 1,325,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000
	Expense										
	60 - SALARY AND BENEFITS	3,174	1,726	142,853	20,353	55,066	57,278	60,119	62,833	64,803	66,847
	72 - SUPPLIES & MATERIALS	8,051	9,690	17,105	12,878	17,105	17,463	17,832	18,211	18,602	19,005
	73 - CONTRACT & PROF SVCS	62,607	131,557	156,568	579,295	155,644	159,375	163,209	167,149	171,197	175,356
	74 - MAINT & REPAIR SVCS	3,528	-	10,000	1,000	65,100	67,053	69,065	71,137	73,271	75,469
	75 - UTILITIES	109	213	215	215	250	255	260	265	271	276
	76 - CAPITAL OUTLAY	249,157	1,617,785	745,000	666,229	606,807	250,000	250,000	250,000	250,000	250,000
	78 - TRANSFER TO FUNDS	-	-	-	-	150,000	150,000	150,000	150,000	150,000	150,000
	79 - OTHER FINANCING USES	(14,311)	6,580	-	-	-	-	-	-	-	-
	Expense Total	\$ 312,315	\$ 1,767,551	\$ 1,071,741	\$ 1,279,970	\$ 1,049,972	\$ 701,424	\$ 710,485	\$ 719,595	\$ 728,144	\$ 736,953
	Net Income (Expenses)	\$ 429,431	\$ (1,257,291)	\$ (21,741)	\$ 45,030	\$ 28	\$ 348,576	\$ 339,515	\$ 330,405	\$ 321,856	\$ 313,047
	BEGINNING FUND BALANCE	\$ 1,598,060	\$ 2,027,491		\$ 770,201	\$ 815,231	\$ 815,259	\$ 1,163,835	\$ 1,503,350	\$ 1,833,755	\$ 2,155,612
	CHANGE IN FUND BALANCE	\$ 429,431	\$ (1,257,290)		\$ 45,030	\$ 28	\$ 348,576	\$ 339,515	\$ 330,405	\$ 321,856	\$ 313,047
	ENDING FUND BALANCE	\$ 2,027,491	\$ 770,201		\$ 815,231	\$ 815,259	\$ 1,163,835	\$ 1,503,350	\$ 1,833,755	\$ 2,155,612	\$ 2,468,659

EXHIBIT A

FLEET REPLACEMENT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
99 - OTHER SOURCES	1,079,818	1,136,493	1,026,814	1,026,814	1,024,641	1,072,380	1,104,552	1,137,688	1,171,818	1,206,974
Revenue Total	\$ 1,079,818	\$ 1,136,493	\$ 1,026,814	\$ 1,026,814	\$ 1,024,641	\$ 1,072,380	\$ 1,104,552	\$ 1,137,688	\$ 1,171,818	\$ 1,206,974
Expense										
76 - CAPITAL OUTLAY	1,164,205	1,760,263	1,025,000	2,025,918	1,000,000	1,075,000	1,100,000	1,135,000	1,170,000	1,200,000
Expense Total	\$ 1,164,205	\$ 1,760,263	\$ 1,025,000	\$ 2,025,918	\$ 1,000,000	\$ 1,075,000	\$ 1,100,000	\$ 1,135,000	\$ 1,170,000	\$ 1,200,000
Net Income (Expenses)	\$ (84,387)	\$ (623,770)	\$ 1,814	\$ (999,104)	\$ 24,641	\$ (2,620)	\$ 4,552	\$ 2,688	\$ 1,818	\$ 6,974
BEGINNING FUND BALANCE	\$ 2,351,202	\$ 2,027,491		\$ 2,315,246	\$ 1,316,142	\$ 1,340,783	\$ 1,338,163	\$ 1,342,715	\$ 1,345,403	\$ 1,347,221
CHANGE IN FUND BALANCE	\$ (323,711)	\$ 287,755		\$ (999,104)	\$ 24,641	\$ (2,620)	\$ 4,552	\$ 2,688	\$ 1,818	\$ 6,974
ENDING FUND BALANCE	\$ 2,027,491	\$ 2,315,246		\$ 1,316,142	\$ 1,340,783	\$ 1,338,163	\$ 1,342,715	\$ 1,345,403	\$ 1,347,221	\$ 1,354,195

EXHIBIT A

UTILITY CIP FUND SUMMARY

FY 2025-2026 PROPOSED BUDGET

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
58 - TRANSFER FROM FUNDS	5,000,000	5,000,000	5,250,000	5,250,000	3,000,000	4,000,000	5,000,000	5,000,000	5,000,000	5,000,000
59 - OTHER SOURCES	(44,463)	-	-	-	-					
Revenue Total	\$ 4,955,538	\$ 5,000,000	\$ 5,250,000	\$ 5,250,000	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Expense										
73 - CONTRACT & PROF SVCS	32,450	127,722	200,000	300,502	-					
76 - CAPITAL OUTLAY	4,900,992	3,869,187	4,968,719	8,646,768	3,000,000	4,000,000	5,000,000	5,000,000	5,000,000	5,000,000
Expense Total	\$ 4,933,443	\$ 3,996,910	\$ 5,168,719	\$ 8,947,269	\$ 3,000,000	\$ 4,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000
Net Income (Expenses)	\$ 22,095	\$ 1,003,090	\$ 81,281	\$ (3,697,269)	-	-	-	-	-	-
BEGINNING FUND BALANCE	\$ 2,623,802	\$ 2,690,359		\$ 3,693,449	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)
CHANGE IN FUND BALANCE	\$ 66,557	\$ 1,003,090		\$ (3,697,269)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 2,690,359	\$ 3,693,449		\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)	\$ (3,820)

EXHIBIT A

METER REPLACEMENT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
58 - TRANSFER FROM FUNDS	1,000,000	500,000	-	-	500,000
Revenue Total	\$ 1,000,000	\$ 500,000	\$ -	\$ -	\$ 500,000
Expense					
72 - SUPPLIES & MATERIALS	-	-	-	-	500,000
Expense Total	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Net Income (Expenses)	\$ 1,000,000	\$ 500,000	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE		\$ 1,000,000		\$ 1,500,000	\$ 1,500,000
CHANGE IN FUND BALANCE	\$ 1,000,000	\$ 500,000		\$ -	\$ 500,000
ENDING FUND BALANCE	\$ 1,000,000	\$ 1,500,000		\$ 1,500,000	\$ 2,000,000

EXHIBIT A

SANITATION FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
55 - INTEREST	-	-	500	500	-	-	-	-	-	-
56 - FRANCHISE FEE REV	331,808	316,947	230,000	230,000	275,000	280,500	286,110	291,832	297,669	303,622
57 - CHARGES FOR SERVICES	4,374,053	4,590,223	4,598,913	4,598,913	4,913,957	5,012,236	5,112,481	5,214,730	5,319,025	5,425,406
59 - OTHER SOURCES	-	-	-	-	-	-	-	-	-	-
Revenue Total	\$ 4,705,862	\$ 4,907,170	\$ 4,829,413	\$ 4,829,413	\$ 5,188,957	\$ 5,292,736	\$ 5,398,591	\$ 5,506,563	\$ 5,616,694	\$ 5,729,028
Expense										
60 - SALARY AND BENEFITS	298,525	305,517	335,898	335,898	359,124	374,371	392,709	410,192	422,973	436,236
72 - SUPPLIES & MATERIALS	18,853	12,374	22,735	22,745	44,455	45,659	46,899	48,176	49,491	50,845
73 - CONTRACT & PROF SVCS	3,776,990	4,033,065	4,229,680	4,229,670	4,531,598	4,667,580	4,807,642	4,951,908	5,100,503	5,253,557
74 - MAINT & REPAIR SVCS	4,959	-	10,500	10,500	10,500	10,815	11,139	11,474	11,818	12,172
75 - UTILITIES	235	356	356	356	-	-	-	-	-	-
76 - CAPITAL OUTLAY	-	-	-	-	11,600	-	-	-	-	-
78 - TRANSFER TO FUNDS	160,623	217,705	218,914	218,914	218,914	219,481	220,066	220,668	221,288	221,927
79 - OTHER FINANCING USES	-	49,771	-	-	-	-	-	-	-	-
Expense Total	\$ 4,260,184	\$ 4,618,787	\$ 4,818,083	\$ 4,818,083	\$ 5,176,191	\$ 5,317,906	\$ 5,478,455	\$ 5,642,416	\$ 5,806,072	\$ 5,974,737
Net Income (Expenses)	\$ 445,677	\$ 288,383	\$ 11,330	\$ 11,330	\$ 12,766	\$ (25,170)	\$ (79,864)	\$ (135,854)	\$ (189,378)	\$ (245,709)
BEGINNING FUND BALANCE	\$ 565,884	\$ 1,037,604		\$ 1,279,635	\$ 1,290,965	\$ 1,303,731	\$ 1,278,560	\$ 1,198,697	\$ 1,062,843	\$ 873,465
CHANGE IN FUND BALANCE	\$ 471,720	\$ 242,031		\$ 11,330	\$ 12,766	\$ (25,170)	\$ (79,864)	\$ (135,854)	\$ (189,378)	\$ (245,709)
ENDING FUND BALANCE	\$ 1,037,604	\$ 1,279,635		\$ 1,290,965	\$ 1,303,731	\$ 1,278,560	\$ 1,198,697	\$ 1,062,843	\$ 873,465	\$ 627,756
90 DAYS MINIMUM RESERVE	\$ 1,050,456	\$ 1,138,879		\$ 1,188,020	\$ 1,276,321	\$ 1,311,265	\$ 1,350,852	\$ 1,391,281	\$ 1,431,634	\$ 1,473,223
150 DAYS MAXIMUM RESERVE	\$ 1,750,761	\$ 1,898,132		\$ 1,980,034	\$ 2,127,202	\$ 2,185,441	\$ 2,251,420	\$ 2,318,801	\$ 2,386,057	\$ 2,455,371

EXHIBIT A

STREET CIP FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
54 - INTERGOV REVENUES	-	86,994	-	-	82,000
58 - TRANSFER FROM FUNDS	585,000	99,000	100,000	100,000	-
Revenue Total	585,000	185,994	100,000	100,000	82,000
Expense					
73 - CONTRACT & PROF SVCS	660	-	-	-	-
76 - CAPITAL OUTLAY	490,723	1,113,600	50,000	154,486	50,000
Expense Total	\$ 491,383	\$ 1,113,600	\$ 50,000	\$ 154,486	\$ 50,000
Net Income (Expenses)	93,617	(927,606)	50,000	(54,486)	32,000
BEGINNING FUND BALANCE	\$ 894,875	\$ 988,492		\$ 60,885	\$ 6,399
CHANGE IN FUND BALANCE	\$ 93,617	\$ (927,607)		\$ (54,486)	\$ 32,000
ENDING FUND BALANCE	\$ 988,492	\$ 60,885		\$ 6,399	\$ 38,399

EXHIBIT A

PARKS CIP FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
54 - INTERGOV REVENUES		749,805	-	-	-
58 - TRANSFER FROM FUNDS	494,415	-	-	-	-
Revenue Total	\$ 494,415	\$ 749,805	-	-	-
Expense					
72 - SUPPLIES & MATERIALS		14,148	-	-	-
76 - CAPITAL OUTLAY	1,138,029	1,776,971	3,484,054	3,484,054	-
Expense Total	\$ 1,138,029	\$ 1,791,119	\$ 3,484,054	\$ 3,484,054	\$ -
Net Income (Expenses)	\$ (643,614)	\$ (1,041,314)	\$ (3,484,054)	\$ (3,484,054)	-
BEGINNING FUND BALANCE	\$ 5,241,043	\$ 4,597,428		\$ 3,556,115	\$ 72,061
CHANGE IN FUND BALANCE	\$ (643,615)	\$ (1,041,313)		\$ (3,484,054)	
ENDING FUND BALANCE	\$ 4,597,428	\$ 3,556,115		\$ 72,061	\$ 72,061

EXHIBIT A

ALLEY RECONSTRUCTION CIP FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
58 - TRANSFER FROM FUNDS	150,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Revenue Total	150,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Expense										
76 - CAPITAL OUTLAY	64,216	333,079	453,408	461,811	80,000	400,000	80,000	400,000	80,000	400,000
Expense Total	64,216	333,079	453,408	461,811	80,000	400,000	80,000	400,000	80,000	400,000
Net Income (Expenses)	\$ 85,784	\$ (133,079)	\$ (253,408)	\$ (261,811)	\$ 120,000	\$ (200,000)	\$ 120,000	\$ (200,000)	\$ 120,000	\$ (200,000)
BEGINNING FUND BALANCE	\$ 346,847	\$ 432,630		\$ 299,552	\$ 37,741	\$ 157,741	\$ (42,259)	\$ 77,741	\$ (122,259)	\$ (2,259)
CHANGE IN FUND BALANCE	\$ 85,783	\$ (133,078)		\$ (261,811)	\$ 120,000	\$ (200,000)	\$ 120,000	\$ (200,000)	\$ 120,000	\$ (200,000)
ENDING FUND BALANCE	\$ 432,630	\$ 299,552		\$ 37,741	\$ 157,741	\$ (42,259)	\$ 77,741	\$ (122,259)	\$ (2,259)	\$ (202,259)

EXHIBIT A

CAPITAL PROJECTS FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
55 - INTEREST	587,700	759,412	-	-	0.00
58 - TRANSFER FROM FUNDS	-	-	-	-	0.00
59 - OTHER SOURCES		-	-	-	0.00
Revenue Total	\$ 587,700	\$ 759,412	\$ -	\$ -	0.00
Expense					
73 - CONTRACT & PROF SVCS	117,114	18,857	-	-	0.00
76 - CAPITAL OUTLAY	5,759,465	88,790	3,897,200	3,897,200	0.00
78 - TRANSFER TO FUNDS	494,415	-	-	-	0.00
Expense Total	\$ 6,370,994	\$ 107,647	\$ 3,897,200	\$ 3,897,200	0.00
Net Income (Expenses)	\$ (5,783,295)	\$ 651,764	\$ (3,897,200)	\$ (3,897,200)	0.00
BEGINNING FUND BALANCE	\$ 12,937,796	\$ 7,154,500		\$ 7,806,264	\$ 3,909,064
CHANGE IN FUND BALANCE	\$ (5,783,296)	\$ 651,764		\$ (3,897,200)	\$ -
ENDING FUND BALANCE	\$ 7,154,500	\$ 7,806,264		\$ 3,909,064	\$ 3,909,064

EXHIBIT A

IT REPLACEMENT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
59 - OTHER SOURCES	152,493	155,177	-	-	32,550	135,150	135,150	135,150	135,150	122,750
Revenue Total	\$ 152,493	\$ 155,177	\$ -	\$ -	32,550	135,150	135,150	135,150	135,150	122,750
Expense										
72 - SUPPLIES & MATERIALS	169,961	60,108	132,275	132,275	166,400	125,000	125,000	125,000	125,000	125,000
Expense Total	\$ 169,961	\$ 60,108	\$ 132,275	\$ 132,275	166,400	125,000	125,000	125,000	125,000	125,000
Net Income (Expenses)	\$ (17,468)	\$ 95,069	\$ (132,275)	\$ (132,275)	\$ (133,850)	\$ 10,150	\$ 10,150	\$ 10,150	\$ 10,150	\$ (2,250)
BEGINNING FUND BALANCE	\$ 226,667	\$ 209,198		\$ 304,268	\$ 171,993	\$ 38,143	\$ 48,293	\$ 58,443	\$ 68,593	\$ 78,743
CHANGE IN FUND BALANCE	\$ (17,469)	\$ 95,070		\$ (132,275)	\$ (133,850)	\$ 10,150	\$ 10,150	\$ 10,150	\$ 10,150	\$ (2,250)
ENDING FUND BALANCE	\$ 209,198	\$ 304,268		\$ 171,993	\$ 38,143	\$ 48,293	\$ 58,443	\$ 68,593	\$ 78,743	\$ 76,493

EXHIBIT A

TAX INCREMENTAL FINANCING (TIF) FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
58 - TRANSFER FROM FUNDS	97,937	139,137	172,198	172,198	172,198	172,198	172,198	172,198	172,198	172,198
Revenue Total	\$ 97,937	\$ 139,137	\$ 172,198	\$ 172,198	\$ 172,198	\$ 172,198	\$ 172,198	\$ 172,198	\$ 172,198	\$ 172,198
Expense										
72 - SUPPLIES & MATERIALS	-	-	200	200	200	200	200	200	200	200
73 - CONTRACT & PROF SVCS	-	-	2,550	2,550	2,550	2,627	2,705	2,786	2,870	2,956
Expense Total	\$ -	\$ -	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,827	\$ 2,905	\$ 2,986	\$ 3,070	\$ 3,156
Net Income (Expenses)	\$ 97,937	\$ 139,137	\$ 169,448	\$ 169,448	\$ 169,448	\$ 169,372	\$ 169,293	\$ 169,212	\$ 169,128	\$ 169,042
BEGINNING FUND BALANCE	\$ 411,997	\$ 509,934		\$ 649,071	\$ 818,519	\$ 987,967	\$ 1,157,339	\$ 1,326,631	\$ 1,495,843	\$ 1,664,971
CHANGE IN FUND BALANCE	\$ 97,937	\$ 139,137		\$ 169,448	\$ 169,448	\$ 169,372	\$ 169,293	\$ 169,212	\$ 169,128	\$ 169,042
ENDING FUND BALANCE	\$ 509,934	\$ 649,071		\$ 818,519	\$ 987,967	\$ 1,157,339	\$ 1,326,631	\$ 1,495,843	\$ 1,664,971	\$ 1,834,013

EXHIBIT A

ONE-TIME PROJECT FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED
Revenue					
58 - TRANSFER FROM FUNDS	-	-	-	1,115,586	-
Revenue Total	\$ -	\$ -	\$ -	\$ 1,115,586	-
Expense					
72 - SUPPLIES & MATERIALS		97,088	-	31,186	458,903
73 - CONTRACT & PROF SVCS	18,098	10,798	-	260,010	536,575
76 - CAPITAL OUTLAY	1,453,699	505,149	-	90,000	506,600
Expense Total	\$ 1,471,797	\$ 613,034	\$ -	\$ 381,196	1,502,078
Net Income (Expenses)	\$ (1,471,797)	\$ (613,034)	\$ -	\$ 734,390	\$ (1,502,078)
BEGINNING FUND BALANCE	\$ 3,007,977	\$ 1,505,357		\$ 923,144	\$ 1,657,534
CHANGE IN FUND BALANCE	\$ (1,502,620)	\$ (582,213)		\$ 734,390	\$ (1,502,078)
ENDING FUND BALANCE	\$ 1,505,357	\$ 923,144		\$ 1,657,534	\$ 155,456

Projects for FY 2026 include:

1. Street Maintenance	\$ 200,000
2. School Zone, Thoroughfares, and street signage replacement	\$ 48,502
3. Vivids traffic cameras and UPS (Uninterrupted Power Supply)	\$ 54,384
4. Cell renewal to traffic signals (every 5 years)	\$ 37,500
5. Traffic Cabinet Replacements	\$ 53,700
6. Mowing Crew 2 F250, trailer, and mowers)	\$ 295,000
7. IT Security Appliance - hardware for network security	\$ 144,000
8. Digitize documents	\$ 172,500
9. Highway Safety Improvement Plan (HSIP) - Wheatland Rd. Intersections	\$ 110,000
10. one-time use to supplement software costs	\$ 227,793
OpenGov, MGO, Energov, Short-term rentals, See Click Fix (extend one more year in transition	
11. Park replacements (Bleachers, Goals, benches, grills)	\$ 85,065
12. Police Drone and Armored Vests/Cameras	\$ 51,633
13. Outdoor warning sirens replacement parts/batteries	\$ 7,500
14. Fire Appliance Replacements	\$ 14,500
	\$ 1,502,077

EXHIBIT A

ASSET FORFEITURE FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
54 - INTERGOV REVENUES	634,653	3,398,681	36,800	36,800	36,800	36,800	36,800	36,800	36,800	36,800
58 - TRANSFER FROM FUNDS	145,241	50,590	-	-	-					
Revenue Total	\$ 779,894	\$ 3,449,271	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800	\$ 36,800
Expense										
72 - SUPPLIES & MATERIALS	1,821	-	-	-	-					
76 - CAPITAL OUTLAY		386,471	-	-	-					
78 - TRANSFER TO FUNDS	199,672	-	-	-	-					
79 - OTHER FINANCING USES	107,528	348,700	566,500	566,500	220,000	220,000	220,000	220,000	220,000	220,000
Expense Total	\$ 309,021	\$ 735,171	\$ 566,500	\$ 566,500	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
Net Income (Expenses)	\$ 470,873	\$ 2,714,099	\$ (529,700)	\$ (529,700)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)
BEGINNING FUND BALANCE	\$ 389,119	\$ 859,993		\$ 3,574,091	\$ 3,044,391	\$ 2,861,191	\$ 2,677,991	\$ 2,494,791	\$ 2,311,591	\$ 2,128,391
CHANGE IN FUND BALANCE	\$ 470,874	\$ 2,714,098		\$ (529,700)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)	\$ (183,200)
ENDING FUND BALANCE	\$ 859,993	\$ 3,574,091		\$ 3,044,391	\$ 2,861,191	\$ 2,677,991	\$ 2,494,791	\$ 2,311,591	\$ 2,128,391	\$ 1,945,191

EXHIBIT A

PEG FUND SUMMARY

FY 2025-2026 PROPOSED BUDGET

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
56 - FRANCHISE FEE REV	15,385	40,035	45,000	45,000	40,000	40,000	40,000	40,000	40,000	40,000
Revenue Total	\$ 15,385	\$ 40,035	\$ 45,000	\$ 45,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Expense										
72 - SUPPLIES & MATERIALS	142,247	-	50,000	50,000	50,000	-	-	-	-	-
Expense Total	\$ 142,247	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total	\$ (126,863)	\$ 40,035	\$ (5,000)	\$ (5,000)	\$ (10,000)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
BEGINNING FUND BALANCE	\$ 141,010	\$ 14,147		\$ 54,182	\$ 49,182	\$ 39,182	\$ 79,182	\$ 119,182	\$ 159,182	\$ 199,182
CHANGE IN FUND BALANCE	\$ (126,863)	\$ 40,035		\$ (5,000)	\$ (10,000)	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
ENDING FUND BALANCE	\$ 14,147	\$ 54,182		\$ 49,182	\$ 39,182	\$ 79,182	\$ 119,182	\$ 159,182	\$ 199,182	\$ 239,182

EXHIBIT A

COURT SECURITY AND TECHNOLOGY FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
53 - FINES & FEES	\$ 15,492	\$ 13,633	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
Revenue Total	\$ 15,492	\$ 13,633	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500	\$ 15,500
Expense										
60 - SALARY AND BENEFITS	220	2,972	-	-	-					
72 - SUPPLIES & MATERIALS		1,196	-	15,000	13,000	13,000	13,000	13,000	13,000	13,000
74 - MAINT & REPAIR SVCS		-	250	250	-					
Expense Total	\$ 220	\$ 4,168	\$ 250	\$ 15,250	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000
Net Income (Expenses)	\$ 15,272	\$ 9,465	\$ 15,250	\$ 250	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
BEGINNING FUND BALANCE	\$ 97,684	\$ 112,955		\$ 122,422	\$ 122,672	\$ 125,172	\$ 127,672	\$ 130,172	\$ 132,672	\$ 135,172
CHANGE IN FUND BALANCE	\$ 15,271	\$ 9,467		\$ 250	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
ENDING FUND BALANCE	\$ 112,955	\$ 122,422		\$ 122,672	\$ 125,172	\$ 127,672	\$ 130,172	\$ 132,672	\$ 135,172	\$ 137,672

EXHIBIT A

JUVENILE CASE MANAGER FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

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	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue										
53 - FINES & FEES	\$ 9,296	\$ 8,023	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Revenue Total	\$ 9,296	\$ 8,023	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000
Expense										
60 - SALARY AND BENEFITS	522	-	-	-	555	564	574	583	593	604
72 - SUPPLIES & MATERIALS	100	-	750	750	750	773	796	820	844	869
78 - TRANSFER TO FUNDS	9,000	7,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Expense Total	\$ 9,622	\$ 7,000	\$ 6,750	\$ 6,750	\$ 7,305	\$ 7,337	\$ 7,369	\$ 7,403	\$ 7,437	\$ 7,473
Net Income (Expenses)	\$ (326)	\$ 1,023	\$ 1,250	\$ 1,250	\$ 695	\$ 663	\$ 631	\$ 597	\$ 563	\$ 527
BEGINNING FUND BALANCE	\$ 370	\$ (278)		\$ 338	\$ 1,588	\$ 2,283	\$ 2,946	\$ 3,577	\$ 4,174	\$ 4,737
CHANGE IN FUND BALANCE	\$ (648)	\$ 616		\$ 1,250	\$ 695	\$ 663	\$ 631	\$ 597	\$ 563	\$ 527
ENDING FUND BALANCE	\$ (278)	\$ 338		\$ 1,588	\$ 2,283	\$ 2,946	\$ 3,577	\$ 4,174	\$ 4,737	\$ 5,264

EXHIBIT A

SWAT FUND SUMMARY

FY 2025-2026 PROPOSED BUDGET

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	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
Revenue									
58 - TRANSFER FROM FUNDS	\$ 75,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 70,373	\$ 73,167	\$ 73,546	\$ 73,546	\$ 74,399
Revenue Total	\$ 75,000	\$ 83,000	\$ 83,000	\$ 83,000	\$ 70,373	\$ 73,167	\$ 73,546	\$ 73,546	\$ 74,399
Expense									
72 - SUPPLIES & MATERIALS	63,097	36,000	36,000	25,000	128,102	18,490	-	41,040	96,934
Expense Total	\$ 63,097	\$ 36,000	\$ 36,000	\$ 25,000	\$ 128,102	\$ 18,490	\$ -	\$ 41,040	\$ 96,934
Grand Total	\$ 11,903	\$ 47,000	\$ 47,000	\$ 58,000	\$ (57,729)	\$ 54,677	\$ 73,546	\$ 32,506	\$ (22,535)
BEGINNING FUND BALANCE			\$ 11,903	\$ 58,903	\$ 116,903	\$ 59,174	\$ 113,851	\$ 187,397	\$ 219,903
CHANGE IN FUND BALANCE	\$ 11,903		\$ 47,000	\$ 58,000	\$ (57,729)	\$ 54,677	\$ 73,546	\$ 32,506	\$ (22,535)
ENDING FUND BALANCE	\$ 11,903		\$ 58,903	\$ 116,903	\$ 59,174	\$ 113,851	\$ 187,397	\$ 219,903	\$ 197,368

EXHIBIT A

FIELDHOUSE FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

Page 10 of 33		FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	FY 2030-2031
		ACTUAL	ACTUAL	ADOPTED	REVISED	PROPOSED	PLANNING	PLANNING	PLANNING	PLANNING	PLANNING
	Revenue										
	53 - FINES & FEES	600	-	-	-	0.00					
	57 - CHARGES FOR SERVICES	1,272,001	1,294,355	1,443,700	1,443,700	1,535,700	1,566,414	1,597,742	1,629,697	1,662,291	1,695,537
	58 - TRANSFER FROM FUNDS	533,775	538,625	537,950	537,950	199,500					
	59 - OTHER SOURCES	176,841	158,398	159,000	159,000	175,200	176,750	178,331	179,944	181,588	183,266
	Revenue Total	\$ 1,983,218	\$ 1,991,378	\$ 2,140,650	\$ 2,140,650	\$ 1,910,400	\$ 1,743,164	\$ 1,776,073	\$ 1,809,641	\$ 1,843,880	\$ 1,878,803
	Expense										
	60 - SALARY AND BENEFITS	569,157	641,535	631,291	631,291	658,509	677,285	700,407	723,385	742,386	761,920
	72 - SUPPLIES & MATERIALS	236,098	240,462	287,695	284,195	292,695	301,106	309,769	318,691	327,879	337,342
	73 - CONTRACT & PROF SVCS	390,560	430,128	414,594	418,094	435,427	448,724	462,431	476,558	491,120	506,129
	74 - MAINT & REPAIR SVCS	44,226	39,592	48,754	48,754	220,062	52,164	58,963	60,732	62,553	64,430
	75 - UTILITIES	110,996	139,737	115,863	115,863	159,759	157,286	161,326	165,482	169,758	174,156
	76 - CAPITAL OUTLAY		-	-	-	0.00					
	77 - DEBT SERVICES	538,194	537,694	538,450	538,450	0.00					
	78 - TRANSFER TO FUNDS	3,900	3,900	-	-	57,750	57,750	57,750	57,750	57,750	57,750
	Expense Total	\$ 1,893,132	\$ 2,033,048	\$ 2,036,647	\$ 2,036,647	\$ 1,824,201	\$ 1,694,316	\$ 1,750,646	\$ 1,802,598	\$ 1,851,446	\$ 1,901,727
	Net Income (Expenses)	\$ 90,085	\$ (41,670)	\$ 104,003	\$ 104,003	\$ 86,199	\$ 48,848	\$ 25,428	\$ 7,043	\$ (7,566)	\$ (22,924)
	BEGINNING FUND BALANCE	\$ -		\$ (1,887,551)	\$ (1,783,548)	\$ (1,697,349)	\$ (1,648,501)	\$ (1,623,073)	\$ (1,616,030)	\$ (1,623,597)	
	CHANGE IN FUND BALANCE			\$ 104,003	\$ 86,199	\$ 48,848	\$ 25,428	\$ 7,043	\$ (7,566)	\$ (22,924)	
	ENDING FUND BALANCE	\$ (1,887,551)		\$ (1,783,548)	\$ (1,697,349)	\$ (1,648,501)	\$ (1,623,073)	\$ (1,616,030)	\$ (1,623,597)	\$ (1,646,521)	

EXHIBIT A

AMERICAN RESCUE PLAN FUND SUMMARY**FY 2025-2026 PROPOSED BUDGET**

	FY 2022-2023 ACTUAL	FY 2023-2024 ACTUAL	FY 2024-2025 ADOPTED	FY 2024-2025 REVISED	FY 2025-2026 PROPOSED
Revenue					
54 - INTERGOV REVENUES	4,639,144	2,163,936	-	-	-
55 - INTEREST	152,084	198,342	-	-	-
Revenue Total	\$ 4,791,228	\$ 2,362,278	\$ -	\$ -	-
Expense					
72 - SUPPLIES & MATERIALS	287,548	286,233	-	178,434	-
73 - CONTRACT & PROF SVCS	93,847	200,518	-	24,500	-
76 - CAPITAL OUTLAY	4,303,013	1,677,184	500,000	715,280	369,600
79 - OTHER FINANCING USES	207,537	-	-	-	-
Expense Total	\$ 4,891,945	\$ 2,163,936	\$ 500,000	\$ 918,214	369,600
Net Income (Expenses)	\$ (100,717)	\$ 198,342	\$ (500,000)	\$ (918,214)	369,600
BEGINNING FUND BALANCE	\$ 7,947,498	\$ 3,217,126		\$ 1,251,532	\$ 333,318
CHANGE IN FUND BALANCE	\$ (4,730,372)	\$ (1,965,593)		\$ (918,214)	\$ (369,600)
ENDING FUND BALANCE	\$ 3,217,126	\$ 1,251,532		\$ 333,318	\$ (36,282)

Utilizing the remainder of fund balance, from investment income, on Parks Master Plan and TxDOT Safety and mobility Master Plan. This master plan will combine transportation and bike trails in one plan. This has to be approved by TxDOT and the city will receive notice of award in the fall. If it is not approved the funds will be used to develop a transportation master plan through another resource.



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider an Ordinance of the City of Duncanville, Texas, levying Ad Valorem Taxes for the Year 2025 at a rate of \$0.600166 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City of Duncanville as of January 1, 2025, to provide revenues for current expenses and interest and sinking fund requirements.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

A Public Hearing will be held on September 16, 2025, regarding the proposed tax rate of \$0.600166, which is a decrease of \$0.014668 or -2.39% from the 2024 adopted tax rate. Dallas County provided the City with the tax rate calculations. The worksheet is attached to the ordinance. It is important to note that even though the tax rate is being reduced, the total property tax revenue for the City is increasing by \$976,754 or 4.04% compared to the prior year. The tax laws require the language used in the motion to state the property tax rate be increased by the adoption of a tax rate of \$0.600166, which is effectively a 4.08 percent increase in the tax rate. The 4.08% increase is calculated from the No-New-Revenue Rate of \$0.576469 compared to the proposed tax rate.

POLICY EXPLANATION:

Texas Tax Code Section 26.05(d) requires local governments to hold a public hearing when the proposed tax rate exceeds the lower of the No-New-Revenue (NNR) tax rate or the Voter-Approval (VA) tax rate. Even when the tax rate is not changed, if taxable property values increase from the prior year, there are more revenues from taxes (effectively) in the current proposed year versus the prior year. The tax rate being adopted is lower than the previous year, yet effectively there is an increase in revenue due to the increased taxable valuations. The required motion to adopt the tax rate is stated below. Furthermore, Truth In Taxation rules require the calculations and disclosures above based on the effective increase (positive percentage based on increased taxable valuations) and contained in Section 2 of the attached ordinance. The effect of lowering the City tax rate by \$0.014668 from 2024 taxes is reflected in the Maintenance and Operations tax decrease of \$12.38 when applied to a fixed value, in this case, a \$100,000 home, as stipulated by state law.

MOTION:

I move the property tax rate be increased by the adoption of a tax rate of \$0.600166, which is effectively a 4.08 percent increase in the tax rate.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the tax rate.
2. Other actions as directed by Council.

ATTACHMENTS:

[2025 Tax Rate Calculation Form](#)

[Adoption Tax Rate Worksheet](#)

[Ordinance No. - 2550 - Levying Ad Valorem Taxes for the Year 2025 - Pdf](#)

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Duncanville

972.780.5000

Taxing Unit Name

Phone (area code and number)

203 E. Wheatland Rd., Duncanville TX 75116

www.duncanville.com

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 3,769,702,682
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 3,769,702,682
4.	Prior year total adopted tax rate.	\$ 0.614834 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 144,648,720 B. Prior year values resulting from final court decisions: - \$ 127,366,420 C. Prior year value loss. Subtract B from A. ³	\$ 17,282,300
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 190,439,866 B. Prior year disputed value: - \$ 38,087,973 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 152,351,893
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 169,634,193

¹ Tex. Tax Code §26.012(14)² Tex. Tax Code §26.012(14)³ Tex. Tax Code §26.012(13)⁴ Tex. Tax Code §26.012(13)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 3,939,336,875
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 7,786,093 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 3,126,800 C. Value loss. Add A and B. ⁶	\$ 10,912,893
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 0 B. Current year productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 10,912,893
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 27,547,773
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 3,900,876,209
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 23,983,913
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ⁹	\$ 100,685
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 24,084,598
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 4,047,419,147 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. ¹² - \$ 32,205,096 E. Total current year value. Add A and B, then subtract C and D.	\$ 4,015,214,051

⁵ Tex. Tax Code §26.012(15)

⁶ Tex. Tax Code §26.012(15)

⁷ Tex. Tax Code §26.012(15)

⁸ Tex. Tax Code §26.03(c)

⁹ Tex. Tax Code §26.012(13)

¹⁰ Tex. Tax Code §26.012(13)

¹¹ Tex. Tax Code §26.012, 26.04(c-2)

¹² Tex. Tax Code §26.03(c)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 171,702,235 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 0 C. Total value under protest or not certified. Add A and B. \$ 171,702,235	
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 0
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21. ²⁰	\$ 4,186,916,286
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed. ²¹	\$ 0
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year. ²²	\$ 8,965,097
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 8,965,097
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 4,177,951,189
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³	\$ 0.576469 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁴	\$ _____ /\$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- 1. Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- 2. Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

¹³ Tex. Tax Code §26.01(c) and (d)
¹⁴ Tex. Tax Code §26.01(c)
¹⁵ Tex. Tax Code §26.01(d)
¹⁶ Tex. Tax Code §26.012(6)(B)
¹⁷ Tex. Tax Code §526.012(6)(C) and 26.012(1-b)
¹⁸ Tex. Tax Code §26.012(1-a)
¹⁹ Tex. Tax Code §26.04(d-3)
²⁰ Tex. Tax Code §26.012(6)
²¹ Tex. Tax Code §26.012(17)
²² Tex. Tax Code §26.012(17)
²³ Tex. Tax Code §26.04(c)
²⁴ Tex. Tax Code §26.04(d)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.577487 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,939,336,875
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 22,749,158
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year..... + \$ 94,598 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 159,085 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ -64,487 E. Add Line 31 to 32D.	\$ 22,684,671
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,177,951,189
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.542961 /\$100
35.	Rate adjustment for state criminal justice mandate. ²⁶ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁷ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²⁵ [Reserved for expansion]

²⁶ Tex. Tax Code §26.044

²⁷ Tex. Tax Code §26.0441

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	Rate adjustment for county indigent defense compensation. ²⁸ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose..... \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for county hospital expenditures. ²⁹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year..... \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024..... \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... \$ 0 B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.542961 /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... \$ 3,422,371 B. Divide Line 41A by Line 33 and multiply by \$100..... \$ 0.081915 /\$100 C. Add Line 41B to Line 40.	\$ 0.624876 /\$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ 0.646746 /\$100

²⁸ Tex. Tax Code §26.0442
²⁹ Tex. Tax Code §26.0443

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08. ³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ 0.000000 /\$100
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³¹ Enter debt amount \$ 1,485,481 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 1,485,481	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 0
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 1,485,481
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³³ 100.00 % B. Enter the prior year actual collection rate. 101.21 % C. Enter the 2023 actual collection rate. 101.92 % D. Enter the 2022 actual collection rate. 104.14 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁴ 101.21 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 1,467,721
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,186,916,286
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.035054 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.681800 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.	\$ 0.000000 /\$100

³⁰ Tex. Tax Code §26.042(a)

³¹ Tex. Tax Code §26.012(7)

³² Tex. Tax Code §26.012(10) and 26.04(b)

³³ Tex. Tax Code §26.04(b)

³⁴ Tex. Tax Code §26.04(h), (h-1) and (h-2)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³⁵ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³⁶ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁷ - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 3,422,371
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,186,916,286
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.081739 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.576469 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.576469 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.681800 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.600061 /\$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,186,916,286
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100

³⁵ Tex. Tax Code §26.041(d)

³⁶ Tex. Tax Code §26.041(i)

³⁷ Tex. Tax Code §26.041(d)

³⁸ Tex. Tax Code §26.04(c)

³⁹ Tex. Tax Code §26.04(c)

⁴⁰ Tex. Tax Code §26.045(d)

⁴¹ Tex. Tax Code §26.045(i)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.600061 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. ⁴² The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. ⁴³

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; ⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); ⁴⁵ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. ⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. ⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value A. Voter-approval tax rate (Line 68) B. Unused increment rate (Line 67) C. Subtract B from A. D. Adopted Tax Rate E. Subtract D from C. F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.614834 /\$100 \$ 0.000113 /\$100 \$ 0.614721 /\$100 \$ 0.614834 /\$100 \$ -0.000113 /\$100 \$ 3,921,143,555 \$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A. D. Adopted Tax Rate E. Subtract D from C. F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.646157 /\$100 \$ 0.000000 /\$100 \$ 0.646157 /\$100 \$ 0.646034 /\$100 \$ 0.000123 /\$100 \$ 3,606,281,601 \$ 4,435
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 67) B. Unused increment rate (Line 66) C. Subtract B from A. D. Adopted Tax Rate E. Subtract D from C. F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.....	 \$ 0.650462 /\$100 \$ 0.005000 /\$100 \$ 0.645462 /\$100 \$ 0.650460 /\$100 \$ -0.004998 /\$100 \$ 3,304,150,337 \$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 4,435 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.000105 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.600166 /\$100

⁴² Tex. Tax Code §26.013(b)

⁴³ Tex. Tax Code §526.013(a)(1)-(a), (1)-(b), and (2)

⁴⁴ Tex. Tax Code §526.04(c)(2)(A) and 26.042(a)

⁴⁵ Tex. Tax Code §526.0501(a) and (c)

⁴⁶ Tex. Local Gov't Code §120.007(d)

⁴⁷ Tex. Local Gov't Code §26.04(c)(2)(B)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁸ This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁹

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.542961 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,186,916,286
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.011941 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.035054 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.589956 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2024 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.614834 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,900,876,209
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 4,177,951,189
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵³	\$ 0.000000 /\$100

⁴⁸ Tex. Tax Code §26.012(b-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

2025 Tax Rate Calculation Worksheet – Taxing Units Other Than School Districts or Water Districts

Form 50-856

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.600166 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.576469 /\$100
 As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
 Indicate the line number used: 27

Voter-approval tax rate. \$ 0.600166 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
 Indicate the line number used: 69

De minimis rate. \$ 0.589956 /\$100
 If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

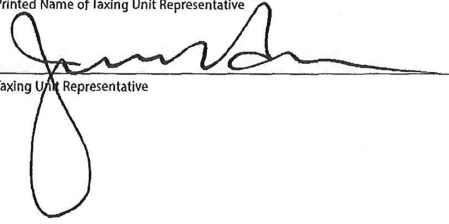
1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁴

print here → John R. Ames, PCC, CTA
 Printed Name of Taxing Unit Representative

sign here → 
 Taxing Unit Representative

7.30.25
 Date

sign here → 
 Taxing Unit Representative

7/30/25
 Date

⁵⁴ Tex. Tax Code §526.04(c-2) and (d-2)

Section 26.05(b) of Property Tax Code
Worksheet for Determination of Steps Required for Adoption of Tax Rate
City of Duncanville

M&O Tax Increase in Current Year	
1. Last year's taxable value, adjusted for court-ordered reductions. Enter Line 8 of the No-New-Revenue Tax Rate Worksheet.	\$3,939,336,875
2. Last year's M&O tax rate. Enter Line 28 of the Voter-Approval Tax Rate Worksheet.	\$0.577487/\$100
3. M&O taxes refunded for years preceding tax year 2024. Enter Line 31A of the Voter-Approval Tax Rate Worksheet.	\$94,598
4. TIF Adjustment. Enter Line 31B of the Voter-Approval Tax Rate Worksheet.	\$159,085
5. Last year's M&O tax levy. Multiply line 1 times line 2 and divide by 100. To the result, add line 3 and subtract line 4.	\$22,684,671
6. This year's total taxable value. Enter line 21 of the No-New-Revenue Tax Rate Worksheet.	\$4,186,916,286
7. This year's proposed M&O tax rate. Enter the proposed M&O tax rate approved by the Governing Body.	\$0.565112/\$100
8. This year's M&O tax levy. Multiply line 6 times line 7 and divide by 100.	\$23,660,766
9. M&O Tax Increase (Decrease). Subtract line 5 from line 8.	\$976,095
Comparison of Total Tax Rates	
10. No-New-Revenue Total Tax Rate.	\$0.576469/\$100
11. This year's proposed total tax rate.	\$0.600166/\$100
12. This year's rate minus No-New-Revenue rate. Subtract line 10 from line 11.	\$0.023697
13. Percentage change in total tax rate. Divide Line 12 by line 10.	4.11%
Comparison of M&O Tax Rates	
14. No-New-Revenue M&O Tax Rate. Enter line 39 of the Voter-Approval Tax Rate Worksheet.	\$0.542961/\$100
15. This year's proposed M&O tax rate.	\$0.565112/\$100
16. This year's rate minus No-New-Revenue rate. Subtract line 14 from line 15.	\$0.022151
17. Percentage change in M&O tax rate. Divide line 16 by line 14.	4.08%
Raised M&O Taxes on a \$100,000 Home	
18. This year's taxable value on a \$100,000 home.	\$100,000
19. Last year's M&O tax rate.	\$0.577487/\$100
20. This year's proposed M&O tax rate.	\$0.565112/\$100
21. This year's raised M&O taxes. Subtract line 19 from line 20 and multiply result by line 18.	\$-12.38

ORDINANCE NO. 2550

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, LEVYING AD VALOREM TAXES FOR THE YEAR 2025 AT A RATE OF \$0.600166 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY AS OF JANUARY 1, 2025, TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; AND, DECLARING AN EFFECTIVE DATE.

WHEREAS, the City has approved and adopted a budget in accordance with state law and the Home Rule Charter for the maintenance and operation and debt service obligations of the municipal government for fiscal year 2025-2026; and

WHEREAS, the City Council shall provide for the revenues for said budget by a levy of ad valorem property taxes; and

WHEREAS, the required notices and public hearings have been held under state law.

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

SECTION 1. That there be and is hereby levied for the year 2025 on all taxable property, real, personal, and mixed, situated within the limits of the City of Duncanville, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.600166 on each One Hundred Dollars (\$100.00) assessed value of taxable property, and shall be appropriated and distributed as follows:

(a) For the PURPOSE of defraying the current expenses for maintenance and operations of the municipal government of the City, a tax of \$0.565112 on each One Hundred Dollars (\$100.00) assessed value of all taxable property. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

(b) For the PURPOSE of creating a sinking fund to pay the interest and principal on all outstanding bonds of the City, not otherwise provided for, a tax of \$0.035054 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, within the City which shall be applied to the payment of such interest and maturates of all outstanding bonds. THIS TAX RATE WILL RAISE MORE TAXES FOR INTEREST AND SINKING THAN LAST YEAR'S TAX RATE.

(c) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY

BE RAISED BY 4.08 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-12.38.

SECTION 2. That all ad valorem taxes for the year shall become due and payable on October 1, 2025, and all ad valorem taxes for the year shall become delinquent after January 31, 2026. A delinquent tax shall incur all penalty and interest authorized by law (Section 33.01, et. seq., Texas Property Tax Code), to wit:

(a) a penalty of six percent of the amount of the tax for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.

(b) Provided, however, a tax delinquent on July 1, incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent for each month or portion of a month the tax remains unpaid. An additional penalty on delinquent personal property taxes for tax years 2025 and subsequent years is hereby authorized and imposed as provided by Section 33.11. TEXAS PROPERTY TAX CODE, in the amount of twenty percent (20%) of the delinquent tax, penalty, and interest if tax becomes delinquent on February 1 of a year and remains delinquent on the 60th day thereafter. Taxes that remain delinquent on July 1, 2026, incur an additional penalty of twenty percent (20%) of the amount of taxes, penalty, and interest due; such additional penalty is to defray costs of collection due to the contract with the City's Attorney pursuant to section 6.30 and Section 33.07 of the Property Tax Code, as amended. Taxes for the year 2024 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in an amount not to exceed twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 3.30 and Section 33.08, as amended.

SECTION 3. Taxes are payable to Dallas County, Texas, at the office of the Tax Assessor/Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. That the tax rolls, as presented to the City Council together with any supplement thereto, be, and the same are hereby approved.

SECTION 5. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the tax year 2025, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider an Ordinance ratifying the Fiscal Year 2025-2026 Budget which raises more revenue from property tax than in the previous year.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

The adoption of the budget must be ratified if the tax rate incorporated raises more revenue from property tax than in the previous fiscal year.

POLICY EXPLANATION:

Section 102.007(c) of the Texas Government Code requires a ratification vote on a budget that will raise more revenue from property taxes than the previous year. This vote must be separate from the adoption of the budget or tax rate.

Simply translated, the state law requires municipalities to approve an ordinance ratifying a budget that generates more revenue from property taxes than the previous year. Because the City of Duncanville has experienced an increase in its property valuations, and the tax rate is higher than the No-New-Revenue rate, new revenue will be generated from taxes. Therefore, this ordinance must be approved in compliance with state law.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the ordinance.
2. Other actions directed by Council.

ATTACHMENTS:

[Ordinance No. - 2551 - Ratification of FY 2024-2025 Budget - Pdf](#)

ORDINANCE NO. 2551

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING THE FISCAL YEAR 2024-2025 BUDGET WHICH RAISES MORE REVENUE FROM PROPERTY TAX THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law, a public hearing was held, by and before the City Council of the City of Duncanville on September 2, 2025, the subject of which was the proposed budget for the City of Duncanville for Fiscal Year 2025-2026; and

WHEREAS, Section 102.007(c) of the Texas Local Government Code requires a budget that will raise more revenue from property taxes than the previous year be ratified by a separate vote from the adoption of the budget or tax rate.

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

SECTION 1. The City Council does hereby ratify the adoption of a budget for Fiscal Year 2025-2026 which will raise more revenue from property taxes than the previous year.

SECTION 2. This Ordinance shall become effective immediately from and after its passage, as the law and charter in such cases provides.

DULY ORDAINED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Civil Service Ordinance amending the pay plan

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

Any changes made to Civil Service classifications, position numbers, or pay must be approved by ordinance by the City Council per §143.021 of the Texas Local Government Code. This Ordinance will amend the pay plan for Police and Fire, effective October 1, 2025, in conjunction with the FY 2025-2026 Budget. Police and Fire will receive a 3% pay adjustment and therefore the plan reflected in the ordinance needs to be adjusted accordingly.

Two police officer positions have been added taking the count from 50 to 52.

Two firefighter positions have been added taking the count from 33 to 35.

POLICY EXPLANATION:

Per Texas Local Government Code §143.021, the commission shall provide for the classification of all fire fighters and police officers. However, the municipality's governing body shall establish the classifications by ordinance. The governing body by ordinance shall prescribe the number of positions in each classification. The cost centers include Police and Fire Department organization codes and the various salary account line items.

FUNDING SOURCE:

ORG and Object Number

General Fund

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve
2. Do not approve
3. Other action as directed by the Council

ATTACHMENTS:

[Ordinance - Civil Service Classifications](#)

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS

ORDINANCE NO. 2552

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, CREATING CLASSIFIED POSITIONS UNDER CIVIL SERVICE IN THE POLICE AND FIRE DEPARTMENTS; PROVIDING FOR A PAY SCALE UNDER CIVIL SERVICE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The classified positions under Civil Service in the Police Department shall be as follows:

P1	Assistant Chief (appointed)	2
P2	Police Lieutenant	5
P3	Police Sergeant	6
P4	Police Patrol Officer	52

SECTION 2. The classified positions under Civil Service in the Fire Department shall be as follows:

F1	Assistant Fire Chief (appointed)	1
F2	Division Chief – EMS	1
F3	Battalion Chief	3
F3	Fire Marshal/Battalion Chief	1
F4	Fire Captain	6
F4	Deputy Fire Marshal/Captain	1
F5	Fire Engineer	6
F6	Fire Fighter	35

SECTION 3. The annual pay scale for each of the above-captioned classified positions shall be as follows:

POLICE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
P1	Assistant Police Chief	\$ 156,308	161,733					
P2	Police Lieutenant	\$ 119,868	123,464	127,168	130,984			
P3	Police Sergeant	\$ 101,488	105,548	109,769	114,160			
P4	Police Officer (No Previous Experience)	\$ 73,910	76,157	78,411	80,763	88,840	93,282	99,282
P4	Police Officer (1 year Credited Previous Experience)	\$ 76,157	78,411	80,763	88,840	93,282	99,282	
P4	Police Officer (2 year Credited Previous Experience)	\$ 78,411	80,763	88,840	93,282	99,282		
P4	Police Officer (3 year Credited Previous Experience)	\$ 80,763	88,840	93,282	99,282			
P4	Police Officer (4 year Credited Previous Experience)	\$ 88,840	93,282	99,282				
P4	Police Officer (5 year Credited Previous Experience)	\$93,282	99,282					

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time law enforcement officer in a municipality with a population of 30,000 or more, a county with a population of 125,000 or more or a state law enforcement agency, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer in a municipality with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time law enforcement officer with any TCOLE certified organization other than a municipal police organization or a county sheriff's office

Police applicants with a minimum of one year full-time prior service as a police officer must possess a TCOLE license and/or have taken and passed the TCOLE state licensing exam to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Police Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States census information if outside Texas.

FIRE DEPARTMENT

Time in Position with Duncanville

		START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
F1	Assistant Fire Chief	\$ 156,308	161,733					
F2	Division Chief - EMS	\$ 148,043	152,485					
F3	Battalion Chief	\$ 133,637	137,678	141,808	146,036			
F3	Fire Marshal	\$ 133,637	137,678	141,808	146,036			
F4	Fire Captain	\$ 116,500	119,996	123,596	127,303			
F4	Deputy Fire Marshal	\$ 116,500	119,996	123,596	127,303			
F5	Fire Engineer	\$ 103,666	106,287	108,413	110,953			
F6	Firefighter (No Previous Experience)	\$ 73,910	76,127	78,411	80,763	88,840	93,282	95,972
F6	Firefighter (1 year Credited Previous Experience)	\$ 76,127	78,411	80,763	88,840	93,282	95,972	
F6	Firefighter (2 year Credited Previous Experience)	\$ 78,411	80,763	88,840	93,282	95,972		
F6	Firefighter (3 year Credited Previous Experience)	\$ 80,763	88,840	93,282	95,972			
F6	Firefighter (4 year Credited Previous Experience)	\$ 88,840	93,282	95,972				
F6	Firefighter (5 year Credited Previous Experience)	\$ 93,282	95,972					

Credited Previous Experience shall be defined as one year of credited experience for every full year actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of 30,000 or more or a county with a population of 125,000 or more, not to exceed five years of Credited Previous Experience.

Credited Previous Experience shall also be defined as one year of credited experience for every two full years actively employed as a full-time Fire Fighter or Paramedic in a municipality or an Emergency Services District (ESD) with a population of less than 30,000 or a county with a population of less than 125,000, not to exceed five years of Credited Previous Experience.

Fire applicants with a minimum of one year full-time prior service as a Fire Fighter or Paramedic must be certified as a Fire Fighter with the Texas Commission on Fire Protection and/or be certified or have the ability to be certified as an EMT-Paramedic with the Texas Department of State Health Services to qualify for Credited Previous Experience and be placed in the current pay grade of the Duncanville Fire Department compensation plan.

Credited Previous Experience will not apply if more than three years have passed since the most recent qualifying employment.

Population figures shall be based on current information from the UTSA Texas State Data Center or the latest United States Census information if outside Texas.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.”

SECTION 5. That all Ordinances of the City of Duncanville heretofore adopted which are in conflict with the provisions of the Ordinance be, and the same are hereby repealed.

SECTION 6. That this Ordinance shall take effect on the 1st day of October, 2025.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on September 16, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 16 Sep 2025

TITLE:

Consider a Resolution adopting the Master Fee Schedule for FY 2025-2026.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

As a part of the annual budget process, the Master Fee Schedules are reviewed and rates are adjusted accordingly.

POLICY EXPLANATION:

The City Council adopts the Master Fee Schedule each year to ensure fees are updated annually. All changes in fees are notated in the light/blue turquoise column of the attached sheets titled "Proposed Change for FY 25-26".

Proposed changes include:

- Updated Court Fees as required per legislation. The warrant fee was increased and the Security and Technology fee, before were separate fees are now consolidated into one fee.
- Updated Library fee to incorporate charges for use of 3-D printer.
- Updated Fieldhouse fees for summer camp and court rentals.
- Updated Planning and Inspection fees. The updated fees will coincide with ordinance changes. Recent state legislation changed fees associated with health and food inspections. For example only the mandatory state fee, as assessed by and paid to the state, would apply for food businesses that make less than \$1.5 million in sales annually. Other fee changes include short term rental fees and inspections; plan review fees and language to include new AND existing buildings, updated permits square footage ranges and fee structure for both new construction as well as remodels. New construction is minimal compared to remodels in the

City. The square footage ranges and fees on commercial buildings, for additions and remodels, have been updated to be more reasonably priced for larger scale projects and building size.

- Updated Parks and Recreation fees to incorporate the rental fees for the shaded areas in Kidsville/Splashpad. Additionally, new fees for the soccer and multipurpose fields, which include lights.
- Updated Police fees to reflect the towing contract changes. Attached to the schedule is a detailed fee list from the towing contract.
- Updated Water and Sewer Rates in accordance with Ordinance 2230R, adopted on August 16, 2022. This is the 4th year of this ordinance. Additionally, the rates have been updated for garbage collection.

FUNDING SOURCE:

ORG and Object Number

NA

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approve
2. Do not approve.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2025-536 - FY 2025-2026 Master Fee Schedule - Pdf](#)

RESOLUTION NO. 2025-536

A RESOLUTION OF THE CITY OF DUNCANVILLE, TEXAS, ADOPTING THE FISCAL YEAR 2025-2026 MASTER FEE SCHEDULE FOR ALL DEPARTMENTS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, proposed changes to the Master Fee Schedule are incorporated into the proposed FY 2025-2026 budget; and

WHEREAS, the City Council approved the FY 2025-2026 Budget by Ordinance 2549.

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

SECTION 1. In accordance with the Duncanville Code of Ordinance, as amended, the Master Fee Schedule is hereby approved which is attached hereto and incorporated herein by reference as Exhibit "A".

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

SECTION 3. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Ordinance as a whole.

SECTION 4. That this Ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 16th day of September, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**MASTER FEE SCHEDULE
GENERAL GOVERNMENT**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
1	PUBLIC INFORMATION CHARGES				
2	Copies, standard size	Per page.	\$ 0.10		\$ 0.10
3	Copies, non-standard size	Per page.	\$ 0.50		\$ 0.50
4	Disc (CD-RW or CD-R)	Each.	\$ 1.00		\$ 1.00
5	4 GB Flash drive	Each.	\$ 5.00		\$ 5.00
6	8 GB Flash drive	Each.	\$ 6.00		\$ 6.00
7	16 GB Flash drive	Each.	\$ 10.00		\$ 10.00
8	32 GB Flash drive	Each.	\$ 12.00		\$ 12.00
9	Digital video disc (DVD)	Each.	\$ 3.00		\$ 3.00
10	Labor charge	Per hour.	\$ 15.00		\$ 15.00
11	Overhead charge	Calculated based upon labor charge	20%		20%
12	Miscellaneous supplies		Actual cost		Actual cost
13	Postage and shipping		Actual cost		Actual cost
14	Certification of true copies		\$ 2.50		\$ 2.50
15	Attestation under Seal of Duncanville		\$ 2.50		\$ 2.50
16	DOCUMENTS				
17	Charter		\$ 5.00		\$ 5.00
18	Code of Ordinances	Available from Municipal Code Corporation	\$ 130.00		\$ 130.00

**MASTER FEE SCHEDULE
MUNICIPAL COURT**

EXHIBIT A

	MC CODE	FEE	BASIS/COMMENTS	Fee Effective 10/1/2024	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/2025
1	DDC	Driving Safety Course	Up to \$10 for cases in which dismissal is granted for attendance by defendant at a defensive driving course.	\$ 10.00		\$ 10.00
2	Payplan 2	Time Payment Reimbursement Fee (State Mandated Fee)	Assessed on each case that is paid on or after the 31st day past the date of judgment. City retains half.	\$ 15.00		\$ 15.00
3	Arrest	Warrant Fee (State Mandated Fee)	Assessed upon conviction for executing or processing an Arrest Warrant, Capias, or Capias Pro Fine.	\$ 50.00	\$ 25.00	\$ 75.00
4	LEA	LEA Fee (State Mandated Fee)	For Peace Officer issuing a written notice to appear (citation)	\$ 5.00		\$ 5.00
5	LTF	Local Traffic Fee	Rules of the Road offenses (Chapters 541- 600, Transportation Code)	\$ 3.00		\$ 3.00
6	LYDF	Local Youth Diversion Fund	May be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of juvenile case manager and juvenile case manager services. If there is no juvenile case manager, may be used for the support of a local mental health authority, juvenile alcohol and substance abuse programs, and any other project designated to prevent or reduce the number of juvenile referrals to the court. Money in the fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager	\$ 5.00		\$ 5.00
7	Jury	Jury Fee (State Mandated Fee)	Assessed on each case upon conviction at a jury trial	\$ 3.00		\$ 3.00
8	MCBS2	Security Fund (State Mandated Fee)	Can only be used for security personnel, services, and items related to buildings that house the operation of the municipal court.	\$ 4.90	\$ (4.90)	\$
9	MCTF	Technology fee (State Mandated Fee)	Can only be used for purchase of or to maintain technological enhancements for the Court	\$ 4.00	\$ (4.00)	\$
10	CSTF	Consolidated Security & Technology Fund	The State consolidated the Security and Technology Fee (as above). Can only be used for court security services and items related to secure the court and for technological enhancements of the Court		\$ 8.90	\$ 8.90
11	JCMF	Juvenile Case Manager Fee (State Mandated Fee)	Salary, Benefits, Training, Travel expenses, Office supplies, and Other necessary expenses of the JCM	\$ 5.00		\$ 5.00
12	COLLECTION	Collection fee (State Mandated Fee)	Contract with a third party collections firm	30%		30%
13	SCF	Consolidated Fee (State Mandated Fee)	Applies to all except parking and pedestrian offenses.90% remitted to State on Quarterly Report (IF report timely filed) where it is divided up among 14 different accounts/funds	\$62.00		\$ 62.00
14	JF2	Judicial Support Fee (JSF)	Applies to all except parking or pedestrian offenses	\$ 6.00		\$ 6.00
15	IDF	Indigent Defense Fund (IDF) (State Mandated Fee)	Fee to be used to fund indigent defense representation through the	\$ 2.00		\$ 2.00
16	SJF	Juror Reimbursement Fee (State Mandated Fee)	90% remitted to State on Quarterly Report Fee to be used to reimburse counties for the cost of juror services.	\$ 4.00		\$ 4.00
17	TPDF2	Truancy Prevention and Diversion Fund (State Mandated Fee)	May only be used to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of juvenile case manager. Money may not be used to supplement the income of an employee whose primary role is not juvenile case manager.	\$ 5.00		\$ 5.00
18	STF2	State Traffic Fine (State Mandated Fee)	Applies to ALL Rules of the Road offenses	\$ 50.00		\$ 50.00
19	TFC	Local Traffic Fee (State Mandated Fee)	Applies to Rules of the Road offenses	\$ 3.00		\$ 3.00
20	MV	Moving Violation Fee (State Mandated Fee)	Applies to Moving Violations as defined by DPS	\$ 0.10		\$ 0.10
21	MJF	Municipal Jury Fund	Section 134.154, Local Government Code. May only be used to fund jury reimbursement and otherwise finance jury services. All non-jailable misdemeanor offenses including criminal violation of a municipal ordinance	\$ 0.10		\$ 0.10

**MASTER FEE SCHEDULE
LIBRARY**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
1	Membership, Library Cards				
2	Annual Membership, full privileges	Residents of Duncanville	\$ -	\$ -	\$ -
3	Annual Membership, full privileges	Residents of DeSoto, Cedar Hill, Lancaster	\$ -	\$ -	\$ -
4	Annual Membership, full privileges	Residents of other cities (first in household)	\$ 35.00	\$ -	\$ 35.00
5	Annual Membership, full privileges	Residents of other cities (subsequent in household)	\$ -	\$ -	\$ -
6	Replacement Library card	Per card	\$ 1.00	\$ -	\$ 1.00
7	Duncanville ISD/Charter Students	Per card	\$ -	\$ -	\$ -
8	Services				
9	Photocopies	Per page	\$ 0.20	\$ -	\$ 0.20
10	Printing	Per page	\$ 0.20	\$ -	\$ 0.20
11	Faxing (US & Canada)	Per page	\$ 0.50	\$ -	\$ 0.50
12	Faxing (International)	Per page	\$ -	\$ -	\$ -
13	Interlibrary loans	Per item delivered	\$ 3.75	\$ -	\$ 3.75
14	Notarized signatures	Each	\$ 2.00	\$ -	\$ 2.00
15	3D Printing Materials	Per Gram	NEW	\$ 0.10	\$ 0.10
16	Materials				
17	USB flash drives	Per item	\$ 5.00	\$ -	\$ 5.00
18	Earbuds	Per pair	\$ 1.00	\$ -	\$ 1.00
19	Reusable Bag	Per item	\$ 5.00	\$ -	\$ 5.00
20	Overdue charges				
21	Kindles, WIFI hotspots, laptops (checked out for offsite use)	Per item per day to a maximum of replacement cost	\$ -		\$ -
22	Laptops (in-house use)	Per hour	\$ -		\$ -
23	All other Library materials	Per item per day to a maximum of replacement cost	\$ -		\$ -
24	DVDS and Videos	Per item per day to a maximum of replacement cost	\$ -		\$ -
25	Damage charges				
26	Pages torn, marked, water damaged or missing	Per page to a maximum of \$5.00	\$ 0.50	\$ -	\$ 0.50
27	ILL book band not returned with item	Per item	\$ 1.00	\$ -	\$ 1.00
28	Book spine broken	Per item	\$ 3.00	\$ -	\$ 3.00
29	Media cover insert torn, marked, or missing	Per item	\$ 5.00	\$ -	\$ 5.00
30	Case, container, or part of Library material missing or damaged beyond repair	Per part	Replacement cost		Replacement cost
31	Library materials lost or damaged beyond repair (e.g. mold or water damage)	Per item	Replacement cost		Replacement cost
32	Library materials lost or damaged beyond repair (e.g. mold or water damage)	Service charge, per item, in addition to replacement cost	\$ 5.00	\$ -	\$ 5.00

EXHIBIT A

MASTER FEE SCHEDULE
FIELDHOUSE

FIELDHOUSE FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
FIELDHOUSE				
COURT RENTAL - BASKETBALL				
Court Rentals - Tournaments, Leagues, Camps	Per court / hour	\$ 60.00		\$ 60.00
Premium Court Rentals - Tournaments	Per court / hour - March thru July	\$ 60.00	\$ 5.00	\$ 65.00
Court Rentals - Weekends 9:00a to 9:00p	Per court / hour	\$ 60.00		\$ 60.00
Court Rentals - Weekdays 9:00a to 6:00p	Per court / hour	\$ 50.00		\$ 50.00
Court Rentals - Weekdays 6:00p to 9:00p	Per court / hour	\$ 60.00		\$ 60.00
NET RENTAL - VOLLEYBALL				
Net Rentals - Tournaments, Leagues, Camps	Per net / hour	\$ 40.00		\$ 40.00
Net Rentals - Weekends 9:00a to 9:00p	Per net / hour	\$ 40.00		\$ 40.00
Net Rentals - Weekdays 9:00a to 6:00p	Per net / hour	\$ 40.00		\$ 40.00
Net Rentals - Weekdays 6:00p to 9:00p	Per net / hour	\$ 40.00		\$ 40.00
OTHER SPORTS REVENUE				
Court Rentals - Mixed Martial Arts	Per court / hour	\$ 60.00		\$ 60.00
Court Rentals - Soccer/Futsal	Per court / hour	\$ 60.00		\$ 60.00
Court Rentals - Cheer/Dance	Per court / hour	\$ 60.00		\$ 60.00
Security - Exclusive Protection	Per officer / hour	\$ 35.00		\$ 35.00
Security - Duncanville Police	Per officer / hour	\$ 50.00		\$ 50.00
Day Porter - Goba Building Maintenance	Per maid x 1 Per hour	\$ 20.00		\$ 20.00
Day Porter - Goba Building Maintenance	Per maid x 2 Per hour	\$ 15.00	\$ 5.00	\$ 20.00
Parking - Event	Per car	\$ 10.00		\$ 10.00
SUITE RENTALS				
Suite #101C - Center	Per hour - 50% deposit required	\$ 100.00		\$ 100.00
Suite #206 - Event	Per hour - 50% deposit required	\$ 250.00		\$ 250.00
Suite #206 - Fieldhouse Club	Per hour - 50% deposit required	\$ 100.00		\$ 100.00
Outside - Patio	Per hour - 50% deposit required	\$ 100.00		\$ 100.00
Suites - 50% discount w/event rental agreement	Included in event License Use Agreement			\$ -
SUMMER CAMP				
Registration / includes Camp t'shirt	One-time fee	\$ 85.00	\$ 14.00	\$ 99.00
Early Bird Special - 8 Week Package	Paid in full prior to camp start date	\$ 725.00	\$ 24.00	\$ 749.00
4 Week Session - June or July	Paid in full prior to session start date	\$ 365.00	\$ 34.00	\$ 399.00
Per Week - 5 days	Paid weekly	\$ 99.00	\$ 10.00	\$ 109.00
Extended Camp - August	Paid weekly	\$ 89.00		\$ 89.00
Field trips	As scheduled	\$ 30.00		\$ 30.00
T'shirts	POS	\$ 12.00		\$ 12.00
Meal Deal - Daily	POS	\$ 6.00		\$ 6.00
AFTERSCHOOL PROGRAM				
OTHER REVENUE				
Event Vendor Table	Per day	\$ 150.00		\$ 150.00
P.A. System Rental	Per day	\$ 125.00		\$ 125.00
Projector w/ screen	Per day	\$ 125.00		\$ 125.00
Linen Rental	Per table cloth	\$ 15.00		\$ 15.00
Alcohol Permits	Per event	\$ 50.00		\$ 50.00
Copies	Per copy	\$ 0.25		\$ 0.25

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING AND BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Fee Effective 10/01/25
	PLANNING & PERMITTING/INSPECTIONS				
	ZONING & RELATED FEES				
1					
2	Preliminary plat	Per plat.	\$250.00		\$250.00
3	Final plat - residential	Plus \$5.00 per lot.	\$500.00		\$500.00
4	Final plat - apartment	Plus \$10.00 per unit.	\$500.00		\$500.00
5	Final plat - other	Plus \$50.00 per acre.	\$500.00		\$500.00
6	Replat	Per plat.	\$500.00		\$500.00
7	Planned Development Site Plan - Minor		\$100.00		\$100.00
8	Planned Development Site Plan - Major		\$250.00		\$250.00
9	Zoning change - planned development	Per development.	\$1,050.00		\$1,050.00
10	Zoning change - single residential lot		\$500.00		\$500.00
11	Zoning change - all other including SUP)		\$1,050.00		\$1,050.00
12	Comprehensive Plan	Per book	\$50.00		\$50.00
13	Maps (black/white copy)	Per sheet.	\$5.00		\$5.00
14	Street signs (2 signs, 1 pole)	Per assembly; installed.	\$75.00		\$75.00
15	Blue fire buttons	Each.	\$10.00		\$10.00
16	Zoning Verification Letter	Each.	\$50.00		\$50.00
17	Right-of-Way Abandonment	Each application	\$250.00		\$250.00
18	Specific Use Permit (SUP) for Short-Term Rental	Per Unit	\$125.00	\$375.00	\$500.00
19	SHORT TERM RENTALS AND HOUSING				
20	Short-Term Rental Annual Registration Fee	Per unit. Assessed annually, includes inspection	\$250.00	\$100.00	\$350.00
21	Short-Term Rental Re-Inspection	Per inspection after first re-inspection	\$100.00	\$50.00	\$150.00
22	STR Renewal after expiration	Per occurrence	NEW	\$100.00	\$100.00
23	Temporary Workforce Housing - Annual Registration fee	Per unit. Assessed annually, includes inspection	\$250.00	\$100.00	\$350.00
24	TWH Reinspection Fee	Per inspection after first re-inspection	NEW	\$150.00	\$150.00
25	TWH renewal after expiration, late fee	Per occurrence	NEW	\$100.00	\$100.00
26	TWH occupied while expired, penalty	Per occurrence	NEW	\$100.00	\$100.00
27	CERTIFICATES OF OCCUPANCY				
28	New or existing building		\$100.00	\$100.00	\$200.00
29	Clean & Show Permit	Conditional for 90 days, will require an inspection or review of property on 90th day	\$125.00	(\$25.00)	\$100.00
30	Utility Verification Permit	when the occupant changes electrical provider and an inspection is required	\$125.00	(\$25.00)	\$100.00
31	Replacement, change of name same owner	Certificate replacement	\$50.00		\$50.00
32	RESIDENTIAL PLAN REVIEW	RESIDENTIAL PLAN REVIEW - NEW CONSTRUCTION, ADDITIONS, ADU, REMODEL			
33		Plan Review Fee is due at time of application			
34	Single Family / Duplex / ADU	Per building		\$300.00	\$300.00
35	Townhomes built per IRC	Per unit		\$150.00	\$150.00
36	Additions	Per project		\$150.00	\$150.00
37	RESIDENTIAL BUILDING PERMITS	RESIDENTIAL NEW CONSTRUCTION, ADDITIONS, AND ADUs			\$0.00
38	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments		See Comments
39	Re-Issue Expired Permit	Half the cost of a new permit			See Comments
40	Total Square Feet	Permit Fee includes all trades and required inspections			
41	1 - 1000		UPDATED		\$1,800.00
42	1,001 - 2,000		UPDATED		\$3,000.00
43	2,001 - 3,000		UPDATED		\$4,000.00
44	3,001 - 4,500		UPDATED		\$4,900.00
45	4,501 - 6,000		UPDATED		\$5,700.00
46	6,001 or more		UPDATED		\$1.00
47	BUILDING PERMITS	RESIDENTIAL REMODEL, no additional SQ FT			
48	Total Square Feet				
49	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments		See Comments
50	Re-Issue Expired Permit	Half the cost of a new permit			See Comments
51	Total Square Feet	Permit Fee includes all trades and required inspections			
52	1 - 1,500		UPDATED		\$875.00
53	1,501 - 2,500		UPDATED		\$1,375.00
54	2,501 - 4,500		UPDATED		\$1,575.00
55	4,501 - 6,000		UPDATED		\$1,775.00
56	6,001 or more	per square foot	UPDATED		\$0.33
57	COMMERCIAL PLAN REVIEW	COMMERCIAL - NEW CONSTRUCTION, ADDITIONS, & REMODELS			
58	Plan Review	Commercial Review are due at time of application. Fee is equal to 50% of Building Permit Fee and is an addition to the permit fee.	50% permit cost		50% permit cost
59	BUILDING PERMITS	COMMERCIAL - NEW CONSTRUCTION & ADDITIONS			
60	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments		See Comments
61	Re-Issue Expired Permit	Half the cost of a new permit	See Comments		See Comments
62	Total Square Feet	Permit Fee includes all trades and required inspections			
63	1-1500	per square foot	\$4.00		\$4.00
64	1501-2500	per square foot	\$3.60		\$3.60
65	2501-3500	per square foot	\$2.95	\$0.30	\$3.25
66	3501-4500	per square foot	\$2.75	\$0.20	\$2.95
67	4501-5500	per square foot	\$2.55	\$0.15	\$2.70

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING AND BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Fee Effective 10/01/25
68	5501-6500	per square foot	\$2.45	\$0.05	\$2.50
69	6501 - 8,500	per square foot	\$2.35		\$2.35
70	8,501 - 12,000	per square foot	\$2.35	(\$0.15)	\$2.20
71	12,001 - 18,000		\$2.35	(\$0.30)	\$2.05
72	18,001 - 26,000		\$2.35	(\$0.45)	\$1.90
73	26,001 - 35,000		\$2.35	(\$0.60)	\$1.75
74	35,001 - 50,000		\$2.35	(\$0.75)	\$1.60
75	50,001 - 75,000		\$2.35	(\$0.90)	\$1.45
76	75,001 - 125,000		\$2.35	(\$1.05)	\$1.30
77	125,001 - 250,000		\$2.35	(\$1.20)	\$1.15
78	250,001 - 500,000		\$2.35	(\$1.35)	\$1.00
79	500,001 and up		\$2.35	(\$1.50)	\$0.85
80	BUILDING PERMITS	COMMERCIAL - REMODEL			
81	Work Done Without Permit	Work performed without permit when a permit is required- double the calculated permit fee	See Comments		See Comments
82	Re-Issue Expired Permit	Half the cost of a new permit	See Comments		See Comments
83	Total Square Feet	Permit Fee includes all trades and required inspections			
84	1 - 5,000	per square foot	\$0.24	\$1.76	\$2.00
85	5,001 - 15,000	per square foot	\$0.22	\$1.53	\$1.75
86	15,001 - 30,000	per square foot	\$0.22	\$1.28	\$1.50
87	30,001 - 50,000	per square foot	\$0.22	\$1.03	\$1.25
88	50,001 - 75,000	per square foot	\$0.22	\$0.78	\$1.00
89	75,001 - 105,000	per square foot	\$0.22	\$0.53	\$0.75
90	105,000 or more	per square foot	\$0.22	\$0.28	\$0.50
91	INSPECTIONS / PLAN REVIEW				
92	Commercial Pool/Spa Health Inspection Fee	Inspected up to 4 times a year, per inspection	\$100.00		\$100.00
93	Reinspection after 1st re-inspection	Per inspection after first re-inspection for same uncorrected items	\$150.00		\$150.00
94	Travel Charge - Building outside city limits	Per mile of distance from City limit			\$1.40
95	Inspections for which no fee is specifically indicated	Per inspection	\$125.00	(\$25.00)	\$100.00
96	Resubmittal / Addendum Plan Review	Required by substantial changes, additions, or revisions to plans	\$125.00		\$125.00
97	Use of outside consultants for plan checking and inspections or both	To include administrative and overhead costs.	Actual Cost		Actual Cost
98	CONTRACTOR REGISTRATION				
99	General Contractor Registration - fence, concrete, sign, landscape irrigation installer, solar	Projects over \$50k require \$1,000,000.00 liability insurance	\$150.00		\$150.00
100	ELECTRICAL PERMITS	Unrelated to new construction or remodeling.			
101	Electrical work done with no permit	Work performed without permit when a permit is required - double the calculated permit fee	See Comments		See Comments
102	Electrical repair / alternation	Includes 1 inspection, additional inspections are \$100 each	\$125.00		\$125.00
103	Service upgrade or Meter change		\$125.00		\$125.00
104	PLUMBING PERMITS	Unrelated to new construction or remodeling.			
105	Plumbing work done with no permit	Work performed without permit when a permit is required - double the calculated permit fee	See Comments		See Comments
106	Plumbing repair / alternation	Includes 1 inspection, additional inspections are \$100 each	\$125.00		\$125.00
107	Underground Sewer, Gas, Water		\$125.00		\$125.00
108	Water heater installation		\$125.00		\$125.00
109	Water treatment system installation		\$125.00		\$125.00
110	Backflow device inspection		\$125.00		\$125.00
111	New Landscape Irrigation Installation		\$300.00	(\$125.00)	\$175.00
112	Gas Test & minor repair		\$125.00		\$125.00
113	MECHANICAL PERMITS	Unrelated to new construction or remodeling.			
114	HVAC Done Without Permit	Double the calculated project fee	See Comments		See Comments
115	Residential Mechanical - Repair or Alteration	Includes 1 inspection, additional inspections are \$100 each	\$175.00	(\$50.00)	\$125.00
116	New HVAC system split system/heat pump/mini-split	per system	\$125.00		\$125.00
117	RTU / Package Unit - Repair or Alteration	per system	\$150.00		\$150.00
118	New RTU / Package Unit	per system	\$250.00		\$250.00
119	Walk-In Cooler Installation	per system	\$175.00		\$175.00
120	SMALL CELL AND NETWORK NODES				
121	Small Cell/Network node application fee	1-5 network nodes	\$500.00		\$500.00
122	Small Cell/Network node application fee	Additional network nodes beyond 5, each	\$250.00		\$250.00
123	Small Cell/Network node application fee	Each pole to be erected	\$1,000.00		\$1,000.00
124	Small Cell/Network node annual user fee	Each network node	\$250.00		\$250.00
125	Transport Facility monthly user fee	Each network node in right-of-way providing backhaul	\$28.00		\$28.00
126	Collocation on city poles annual user fee	Each pole	\$20.00		\$20.00
127	MISC. PERMITS / FEES	Including all trades, if applicable.			
128	Work Done Without Permit	Double the calculated permit fee	See Comments		See Comments
129	Solar / Generator / Battery Storage	New installation or modification	\$300.00		\$300.00
130	Site Work Only Permit	No pouring of piers, foundations, curbs, or flatwork allowed	\$300.00		\$300.00
131	Foundation repair	Engineer sealed letter required	\$200.00		\$200.00
132	Swimming Pool or Spa - Residential - Above Ground	New Construction greater than 24"	\$75.00		\$75.00
133	Swimming Pool or Spa - Residential - Permanent	New Construction greater than 24"	\$500.00		\$500.00
134	Swimming Pool or Spa - Commercial	Includes Splashpad - any depth	\$500.00		\$500.00

EXHIBIT A

MASTER FEE SCHEDULE
PLANNING AND BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Fee Effective 10/01/25
135	Annual commercial pool, spa, splashpad operational permit	Per pool, permit value April 1 - March 31	\$200.00		\$200.00
136	Pool permit renewal after expiration, late fee	Per occurrence		\$100.00	\$100.00
137	Accessory building > 120 SQ FT	No MEP included, includes pre-pur foundation and final inspections		\$250.00	\$250.00
138	Roof Shingles Only -Residential		\$150.00		\$150.00
139	Roof Decking - Residential		\$150.00		\$150.00
140	Roof Shingles/ Composition- Commercial		\$300.00		\$300.00
141	Roof Decking - Commercial		\$400.00		\$400.00
142	TPO (Roofing)		\$500.00		\$500.00
143	All concrete: sidewalk, driveway approach and non residential parking lot	per square foot, Maximum \$250 on Residential, and \$1000.00 on Commercial	\$0.50		\$0.50
144	Asphalt tie-in to concrete drive approach	Per linear foot.	\$6.00		\$6.00
145	Construction Trailer	per trailer	\$125.00		\$125.00
146	Building demolition	per building	\$150.00		\$150.00
147	Gasoline fuel tanks	per tank	\$300.00		\$300.00
148	Tent or canopy	Maximum four permits per year, 14 days each	\$75.00		\$75.00
149	Residential Fence	String line required, plan reviewer may require professional survey	\$100.00	\$25.00	\$125.00
150	Commercial Fence	String line required, professional survey required	\$300.00		\$300.00
151	Storage Containers / PODS	Maximum two permits per year, 15 days each	\$100.00	(\$50.00)	\$50.00
152	Garage Sale / Estate Sale / Non-Profit Org	Maximum 1 sale in any 90 day period. Fee after 1st free permit each calendar year. Sale listed on city website for permits pulled by Thursday.	No charge	\$5.00	\$5.00
153	Seasonal garden center		\$150.00		\$150.00
154	Solicitor Permit	Issued by police department	See Comments		See Comments
155	Handbill registration	Per year.	\$50.00		\$50.00
156	Handbill permit, one day		\$50.00		\$50.00
157	Handbill permit, one week		\$100.00		\$100.00
158	Handbill permit, one year		\$500.00		\$500.00
159	Donation Box Registration		\$250.00		\$250.00
160	Administrative Fee	Contracting for abatement of Code Violation per Occurrence; minimum charge of \$100	\$250 or 10% of cost, whichever is higher		\$250 or 10% of cost, whichever is higher
161	Vacant building registration	Annual Fee, includes inspection	\$750.00		\$750.00
162	Late Fee	For each month or part of the month that a license fee has not been received.	\$50.00		\$50.00
163	Street name change		\$125.00		\$125.00
164	Native Landscape Permit	One-time fee - Ordinance 2505	\$25.00		\$25.00
165	FOOD ESTABLISHMENT FEES				
166	Health permit				
167	Class 1A Retail Food Establishments and Food Stores - Restaurants, cafeterias, and facilities preparing food for individual portions for the public. 2 year term	Per fiscal year. Small scale food businesses are exempted from all city permit requirements when food sales are not more than \$1.5 million per year. State fee still applies. Includes two inspections per year.	\$500.00	\$273.00	\$773.00
168	Class 2A School Food Establishments - operated on a for-profit basis by a private contractor. 2 year term	Per fiscal year. Small scale food businesses are exempted from all city permit requirements when food sales are not more than \$1.5 million per year. State fee still applies. Includes two inspections per year.	\$325.00	(\$67.00)	\$258.00
169	Class 3A Institutional Food Service - Hospitals, jails, schools, commissaries, large institutional kitchens. 2 year term	Per fiscal year. Small scale food businesses are exempted from all city permit requirements when food sales are not more than \$1.5 million per year. State fee still applies. Includes two inspections per year.	\$225.00	\$25.00	\$250.00
170	Class 4A Seasonal Establishments - Concession stands, amusement parks. 1 year term	Per fiscal year. Small scale food businesses are exempted from all city permit requirements when food sales are not more than \$1.5 million per year. State fee still applies. Includes two inspections per year.			\$200.00
171	Temporary food permit (up to 14 days) - commercial	No more than one Temporary Food Permit may be issued to any person or organization in any 90-day period. Small-scale food businesses and Mobile food vendors are exempted when food sales are less than \$1.5 million per year. Includes all inspections.	\$75.00	(\$23.00)	\$52.00
172	Class 1, 2, or 3 - Additional Health Inspection	Per inspection beginning with the 3rd inspection per year		\$125.00	\$125.00
173	Health permit suspension	Penalty imposed when establishment is forcibly closed by the City		\$300.00	\$300.00
174	Health permit renewal after expiration, late fee	Per occurrence		\$100.00	\$100.00
175	RENTAL AND APARTMENT COMPLEX LICENSING				
176	Residential Rental Property Registration	Annual building, registration, includes inspection and CO	\$150.00		\$150.00
177	Residential Tenant Registration	Tenant registration to have utilities turned on			No charge
178	Replacement Rental CO	Replacement of lost, destroyed or illegible rental CO		\$25.00	\$25.00
179	Renewal Late fee	Per occurrence, per permit	\$100.00		\$100.00
180	Apartment License Fee	Per unit, all units	\$15.00	\$10.00	\$25.00
181	Apartment Inspection Fee	Per unit inspected, minimum 10% inspected annually	\$50.00		\$50.00
182	Rental Reinspection Fee	Per inspection after the first re-inspection for same uncorrected items	\$125.00	\$25.00	\$150.00
183	SIGN PERMITS				
184	Reface existing sign		\$150.00		\$150.00
185	New construction of sign without electric		\$150.00		\$150.00
186	New construction of sign with electric		\$150.00	\$150.00	\$300.00
187	Flags	3 flags per lot - insignia, decorative, governmental.	No charge		No charge
188	Pennant	14 day limit; within first 90 days of certificate of occupancy.	No charge		No charge
189	BANNER FEES				
190	Erect banner	Each 30 day period; not to exceed 90 days per year.	\$50.00		\$50.00

MASTER FEES FY 2025-2026

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EXHIBIT A

MASTER FEE SCHEDULE
PLANNING AND BUILDING INSPECTIONS

	DEPARTMENT	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Fee Effective 10/01/25
191	Grand Opening banner	14 day limit; within first 90 days of certificate of occupancy.	No charge		No charge
192	TREE PRESERVATION FEES				
193	Removal of dead, diseased, or damaged tree		No charge		No charge
194	Removal of protected trees and/or review of tree preservation plan in conjunction with building permit. (Applicable mitigation charges still apply)		No charge		No charge
195	Application for tree removal (Applicable mitigation charges still apply)		\$100.00		\$100.00
196	Review of tree preservation plan		\$100.00		\$100.00
197	All others		\$100.00		\$100.00
198	VARIANCE REQUESTS				
199	Board of Adjustment Residential	Per request.	\$500.00		\$500.00
200	Board of Adjustment Commercial	Per request.	\$500.00		\$500.00
201	Sign Control Board	Per request.	\$250.00		\$250.00
202	Letter preparation		\$10.00		\$10.00
203	ENGINEERING FEES				
204	Engineering Plan Review (EPR) Fees	Per hour worked; includes 1 resubmittal after comments			\$150.00
205	EPR Deposit	\$2500 base + \$100 per disturbed acre; deposit credited toward engineering & building plan review and permit fees			See Comments
206	Engineering Resubmittals & Revisions	Per hour worked; rate charged after 1st resubmittal			\$185.00

**MASTER FEE SCHEDULE
FIRE AND EMS**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/2024	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/2025
	FIRE DEPARTMENT				
1	AMBULANCE FEES				
2	BLS-E Emergency Service	No resident distinction - Per transport	\$ 1,400.00		\$ 1,400.00
3	ALS-E Emergency Service	No resident distinction - Per transport	\$ 1,600.00		\$ 1,600.00
4	ALS-2 Emergency Service	No resident distinction - Per transport	\$ 1,800.00		\$ 1,800.00
5	ALS - Disposable	Per transport.	\$ 400.00		\$ 400.00
6	BLS - Disposable	Per transport.	\$ 350.00		\$ 350.00
7	O2 Check		\$ 150.00		\$ 150.00
8	Non Transport Fee	Per Call	\$ 175.00		\$ 175.00
9	Mileage	Per loaded mile.	\$ 24.00		\$ 24.00
10	PERMIT FEES				
11	Spray Booth or Hood Extinguisher System	Per permit.	\$ 75.00	\$ -	\$ 75.00
12	Operational permit	Sections 105.6.1 through 105.6.46	IFC		IFC
13	Construction permit	Sections 105.7.1 through 105.7.12	IFC		IFC
14	Minor fire alarm review (repairs)	Per permit.	\$ 25.00	\$ -	\$ 25.00
15	Fire alarm registration fee	Per year.	\$ 35.00	\$ -	\$ 35.00
16	Fire alarm systems (1 to 10 devices)	Per permit.	\$ 50.00	\$ -	\$ 50.00
17	Fire alarm systems (11 to 25 devices)	Per permit.	\$ 75.00	\$ -	\$ 75.00
18	Fire alarm systems (26 to 100 devices)	Per permit.	\$ 150.00	\$ -	\$ 150.00
19	Fire alarm systems (101 to 200 devices)	Per permit.	\$ 200.00	\$ -	\$ 200.00
20	Fire alarm systems (201 to 400 devices)	Per permit.	\$ 400.00	\$ -	\$ 400.00
21	Fire alarm systems (over 400 devices)	Per device	\$ 1.00	\$ -	\$ 1.00
22	Fire sprinkler system (1 to 19 heads)	Per permit.	\$ 50.00	\$ -	\$ 50.00
23	Fire sprinkler system (20 to 99 heads)	Per permit.	\$ 75.00	\$ -	\$ 75.00
24	Fire sprinkler system (100 to 299 heads)	Per permit.	\$ 150.00	\$ -	\$ 150.00
25	Fire sprinkler system (300 to 1000 heads)	Per permit.	\$ 300.00	\$ -	\$ 300.00
26	Fire sprinkler system (over 1000 heads)	Per head	\$ 0.30	\$ -	\$ 0.30
27	Fire Pumps, standpipe systems, special sys	Per permit.	\$ 100.00	\$ -	\$ 100.00
28	Access control gates	Per gate	\$ 100.00	\$ -	\$ 100.00
29	Additional acceptance tests	Per test	\$ 75.00	\$ -	\$ 75.00
30	No permit penalty	Per permit.	Double applicable fee		Double applicable fee
31	No permit penalty subsequent violations	Per permit.	Triple applicable fee		Triple applicable fee
32	Multi-Use permit (any combination)	All permits	\$ 250.00	\$ -	\$ 250.00
33	Contractor registration	Per year.	\$ 100.00	\$ -	\$ 100.00
34	Environmental site assessment	Per hour	\$ 75.00	\$ -	\$ 75.00
35	Combustible liquid storage tank	Per tank	\$ 250.00	\$ -	\$ 250.00
36	Underground storage tank removal	Per tank	\$ 200.00	\$ -	\$ 200.00
37	Temporary above ground tank	Per tank	\$ 100.00	\$ -	\$ 100.00
38	LP Gas storage tank	Per tank	\$ 250.00	\$ -	\$ 250.00
39	Pyrotechnics	Per event	\$ 100.00	\$ -	\$ 100.00
40	Pyrotechnics	Per year unlimited events	\$ 500.00	\$ -	\$ 500.00
41	After hours inspections (min charge two hours)	Per hour	\$ 100.00	\$ -	\$ 100.00
42	Temporary membrane structures	Per structure	\$ 100.00	\$ -	\$ 100.00
43	Controlled burning	Per day	\$ 100.00	\$ -	\$ 100.00

**MASTER FEE SCHEDULE
PARKS AND RECREATION**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
1	PARKS AND RECREATION				
2		Family is defined as spouse, child or step-child.			
3	RECREATION CARD FEES	Game Room/Gym/Walking Track/Fitness Room (Fitness Room Access is Not Allowed for Children under 16)			
4	Individual, Resident (6 months)	Ages 10-54 (city employee, officials, retirees or spouses thereof)	\$ 50.00		\$ 50.00
5	Individual, Resident (annual)	Ages 10-54 (city employee, officials, retirees, or spouses thereof)	\$ 80.00		\$ 80.00
6	Individual, Non-Resident (6 months)	Ages 10-54	\$ 160.00		\$ 160.00
7	Individual, Non-Resident (annual)	Ages 10-54	\$ 300.00		\$ 300.00
8	Family, Resident (6 months)	Maximum of 6 family members (Each additional Family member above 6 is \$10 more)	\$ 125.00		\$ 125.00
9	Family, Resident (annual)	Maximum of 6 family members (Each additional Family member above 6 is \$20 more)	\$ 200.00		\$ 200.00
10	Family, Non-Resident (6 months)	Maximum of 6 family members (Each additional Family member above 6 is \$60 more)	\$ 650.00		\$ 650.00
11	Family, Non-Resident (annual)	Maximum of 6 family members (Each additional Family member above 6 is \$120 more)	\$ 1,280.00		\$ 1,280.00
12	Individual, Senior, Resident (6 months)	Ages 50+	\$ 30.00		\$ 30.00
13	Individual, Senior, Resident (annual)	Ages 50+	\$ 50.00		\$ 50.00
14	Individual, Senior, Non-Resident (6 months)	Ages 50+	\$ 140.00		\$ 140.00
15	Individual, Senior, Non-Resident (annual)	Ages 50+	\$ 260.00		\$ 260.00
16	Senior Citizen Couple, Resident (6 months)	Ages 50+	\$ 50.00		\$ 50.00
17	Senior Citizen Couple, Resident (annual)	Ages 50+	\$ 85.00		\$ 85.00
18	Senior Citizen Couple, Non-Resident (6 months)	Ages 50+	\$ 275.00		\$ 275.00
19	Senior Citizen Couple, Non-Resident (annual)	Ages 50+	\$ 510.00		\$ 510.00
20	Individual, Rec Cntr/Snr Cntr COMBO, Resident (annual)	Ages 50+	\$ 50.00		\$ 50.00
21	Individual, Rec Cntr/Snr Cntr COMBO, Non-Resident (annual)	Ages 50+	\$ 275.00		\$ 275.00
22	Rec Cntr/Snr Cntr COMBO Couple, Resident (annual)	Ages 50+	\$ 90.00		\$ 90.00
23	Rec Cntr/Snr Cntr COMBO Couple, Non-Resident (annual)	Ages 50+	\$ 550.00		\$ 550.00
24	Replacement Card		\$ 10.00		\$ 10.00
25	Children under the age of 5	Not allowed in Fitness Room	Free		Free
26	Day Pass, Resident		\$ 5.00		\$ 5.00
27	Day Pass, Non-Resident		\$ 5.00		\$ 5.00
28	Active Military	Must show proof they are on active duty.	Free		Free
29	Corporate (15 Annual Memberships)	Includes 15 individual annual memberships (no residency requirement)	\$ 825.00		\$ 825.00
30	SENIOR CENTER MEMBERSHIPS				
31	Resident - Annual	Membership fee	\$ 15.00		\$ 15.00
32	Non-Resident - Annual	Membership fee	\$ 20.00		\$ 20.00
33	FACILITY RENTAL Rates/Fees	Charges are determined on type and rooms rented. Set up and clean-up are included in rented hours per signed contract. The Recreation Center and Senior Center do not allow rentals past 11:30 p.m.			
34	Facility Deposit (Senior Center)	Deposit due 5 working days prior to rental.	\$ 250.00		\$ 250.00
35	Facility Deposit (Meeting Room)	Deposit due 5 working days prior to rental.	\$ 200.00		\$ 200.00
36	Facility Deposit (Teen Room)	Deposit due 5 working days prior to rental.	\$ 200.00		\$ 200.00
37	Facility Deposit (Single Gym)	Deposit due 5 working days prior to rental.	\$ 250.00		\$ 250.00
38	Facility Deposit (Pavilion/Gazebo/Amphitheatre)	Deposit due 5 working days prior to rental.	\$ 100.00		\$ 100.00
39	Electronics Deposit (Audio/Visual Equipment)	Deposit due 5 working days prior to rental.	\$ 100.00		\$ 100.00
40	Security Officer Fee	Per hour; one security guard per 75 guests required for rentals made up of primarily age 21 years or younger.	\$ 55.00		\$ 55.00
41	Administration Fee - Pavilions	Per reservation when rental cancellation has been requested	\$ 15.00		\$ 15.00
42	Administration Fee - Facilities	Per reservation when rental cancellation has been requested	\$ 30.00		\$ 30.00
43	Administration Fee - Programs	Per class when a request made for refund of a class/program	\$ 15.00		\$ 15.00
44	Clean Up Fee - Pavilions, 125 people or more		\$ 50.00		\$ 50.00
45	Clean Up Fee - Pavilions, 2 hours or more		\$ 50.00		\$ 50.00
46	Clean Up Fee - Recreation Center Rooms		\$ 50.00		\$ 50.00
47	Clean Up Fee - D.L. Hopkins Senior Center Rooms		\$ 50.00		\$ 50.00
48	D.L. Senior Center - Parkview, Resident	Per hour	\$ 125.00		\$ 125.00
49	D.L. Senior Center - Parkview, Non-Resident	Per hour	\$ 180.00		\$ 180.00
50	D.L. Senior Center - Northside, Resident	Per hour	\$ 100.00		\$ 110.00
51	D.L. Senior Center - Northside, Non-Resident	Per hour	\$ 155.00		\$ 165.00
52	Aerobics Room, Resident	Per hour, per room	\$ 50.00		\$ 50.00
53	Aerobics Room, Non-Resident	Per hour, per room	\$ 100.00		\$ 100.00
54	Game Room, Resident	Per hour, per room	\$ 70.00		\$ 70.00
55	Game Room, Non-Resident	Per hour, per room	\$ 90.00		\$ 90.00
56	Teen Room, Resident	Per hour, per room	\$ 65.00		\$ 65.00
57	Teen Room, Non-Resident	Per hour, per room	\$ 95.00		\$ 95.00
58	Single Meeting Room, Resident	Per hour, per room	\$ 50.00		\$ 50.00
59	Single Meeting Room, Non-Resident	Per hour, per room	\$ 65.00		\$ 65.00
60	Conference Room, Resident	Per hour	\$ 25.00		\$ 25.00
61	Conference Room, Non-Resident	Per hour	\$ 45.00		\$ 45.00
62	Kitchen, Resident	Per hour with rental	\$ 30.00		\$ 30.00
63	Kitchen, Non-Resident	Per hour with rental	\$ 40.00		\$ 40.00
64	Single Court Rental (Athletic)	Per hour	\$ 55.00		\$ 55.00
65	Single Court Rental (Non-Athletic)	Per hour	\$ 60.00		\$ 60.00

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**MASTER FEE SCHEDULE
PARKS AND RECREATION**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
66	After Hours Charge	Per hour for any rentals beyond hours of operation	\$ 25.00		\$ 25.00
67	PAVILION RENTALS				
68	Harrington Park Small Pavilion, Resident	Per hour (tables/grills, no electric)	\$ 20.00		\$ 20.00
69	Harrington Park Small Pavilion, Non-Resident	Per hour (tables/grills, no electric)	\$ 40.00		\$ 40.00
70	Armstrong Park Full Pavilion, Resident	Per hour (electric outlet and lighting, no grills allowed)	\$ 100.00		\$ 100.00
71	Armstrong Park Full Pavilion, Non-Resident	Per hour (electric outlet and lighting, no grills allowed)	\$ 125.00		\$ 125.00
72	Armstrong Park Half Pavilion, Resident	Per hour (electric outlet and lighting, no grills allowed)	\$ 60.00		\$ 60.00
73	Armstrong Park Kidsville Covered Shade Rental	Per hour (No electric, 3 picnic tables)	NEW	\$ 30.00	\$ 30.00
74	Armstrong Park Half Pavilion, Non-Resident	Per hour (electric outlet and lighting, no grills allowed)	\$ 80.00		\$ 80.00
75	Harrington Large Pavilion, Resident	Per hour (electric and lighting, 6 picnic tables)	\$ 30.00		\$ 30.00
76	Harrington Large Pavilion, Non-Resident	Per hour (electric and lighting, 6 picnic tables)	\$ 50.00		\$ 50.00
77	Red Bird Pavilion, Resident	Per hour (electric and lighting)	\$ 50.00		\$ 50.00
78	Red Bird Pavilion, Non-Resident	Per hour (electric and lighting)	\$ 75.00		\$ 75.00
79	Chris Paris Park Pavilion, Resident	Per hour (no electric or restrooms)	\$ 10.00		\$ 10.00
80	Chris Paris Park Pavilion, Non-Resident	Per hour (no electric or restrooms)	\$ 20.00		\$ 20.00
81	Lakeside Park Pavilion - Small, Resident	Per hour (electric outlet and lighting)	\$ 50.00		\$ 50.00
82	Lakeside Park Pavilion - Small, Non-Resident	Per hour (electric outlet and lighting)	\$ 75.00		\$ 75.00
83	Lakeside Park Pavilion - Large, Resident	Per hour (electric outlet and lighting)	\$ 100.00		\$ 100.00
84	Lakeside Park Pavilion - Large, Non-Resident	Per hour (electric outlet and lighting)	\$ 125.00		\$ 125.00
85	Amphitheatre Rental, Resident	Per hour	\$ 125.00		\$ 125.00
86	Amphitheatre Rental, Non-Resident	Per hour	\$ 200.00		\$ 200.00
87	Gazebo Rental, Resident	Per hour	\$ 30.00		\$ 30.00
88	Gazebo Rental, Non-Resident	Per hour	\$ 50.00		\$ 50.00
89	ATHLETIC ASSOCIATION FEES				
90	Participation Fee	All Residents and Non- Residents who participate in associations	\$ 10.00		\$ 10.00
91	COURT RENTALS				
92	Outdoor Basketball Court Rental, Resident	Per hour	\$ 10.00	\$ 5.00	\$ 15.00
93	Outdoor Basketball Court Rental, Non-Resident	Per hour	\$ 20.00	\$ 10.00	\$ 30.00
94	Tennis Court, Resident	Per court, per hour	\$ 5.00		\$ 5.00
95	Tennis Court, Non-Resident	Per court, per hour	\$ 10.00		\$ 10.00
96	Sand Volleyball Court Rental, Resident	Per hour	\$ 10.00	\$ 5.00	\$ 15.00
97	Sand Volleyball Court Rental, Non-Resident	Per hour	\$ 20.00	\$ 10.00	\$ 30.00
98	ATHLETIC FIELD RENTALS (LIGHTS INCLUDED)				
99	Baseball Fields, Resident	Per field, per hour	\$ 30.00		\$ 30.00
100	Baseball Fields, Non-Resident	Per field, per hour	\$ 50.00		\$ 50.00
101	Soccer/Multipurpose Fields, Resident	90x60 field size field, per hour	NEW	\$ 30.00	\$ 30.00
102	Soccer/Multipurpose Fields, Non-Resident	90x60 field size field, per hour	NEW	\$ 40.00	\$ 40.00
103	Soccer/Multipurpose Fields, Resident	140x90 field size field, per hour	NEW	\$ 40.00	\$ 40.00
104	Soccer/Multipurpose Fields, Non-Resident	140x90 field size field, per hour	NEW	\$ 50.00	\$ 50.00
105	Soccer/Multipurpose Fields, Resident	300x180 field size field, per hour	\$ 30.00	\$ 20.00	\$ 50.00
106	Soccer/Multipurpose Fields, Non-Resident	300x180 field size field, per hour	\$ 50.00	\$ 10.00	\$ 60.00
107	Softball Fields, Resident	Per field, per hour	\$ 30.00		\$ 30.00
108	Softball Fields, Non-Resident	Per field, per hour	\$ 50.00		\$ 50.00
109	TOURNAMENT AND GAME FEES				
110	Tournament Deposit	Half Due upon Reserving, Remaining Balance Due 7 Days prior to the Reservation start.	50%		50%
111	City Sponsored Baseball/ Softball Tournaments	Per hour/per field	\$ 30.00		\$ 30.00
112	City Sponsored Football/ Soccer Tournaments	Per hour/per field	\$ 30.00		\$ 30.00
113	Non-City Sponsored Baseball/ Softball Tournaments	Per hour/per Full size field area	\$ 40.00	\$ 10.00	\$ 50.00
114	Non-City Sponsored Football/ Soccer Tournaments	Per hour/per Full size field area	\$ 40.00	\$ 10.00	\$ 50.00
115	Field Set up Fee - Soccer/ Multipurpose fields	Per full-size field if not already lined	\$ 200.00		\$ 200.00
116	Chalk and Drag Fee - Baseball/ Softball fields	Additional chalking and dragging during tournament play/per field	\$ 30.00		\$ 30.00
117	Diamond Dry	per bag	\$ 15.00		\$ 15.00
118	Porter/Cleaning Service Fee	Onsite Cleaning of Restrooms and Trash removal, per personnel, per hour	\$ 30.00		\$ 30.00
119	Portable Restroom Fee	Additional Restrooms, per unit	\$ 70.00		\$ 70.00
120	Security Fee	Certified Peace officer stationed at the event, per hr	\$ 55.00		\$ 55.00
121	EMS Fee	Duncanville FD personnel onsite, per hour	\$ 55.00		\$ 55.00
122	Concessions Permit	Per day for private sales in park	\$ 50.00		\$ 50.00
123	Gate Fee	10% of total revenue collected for entry	10%		10%
124	SPECIAL EVENTS PERMIT				
125	Permit application		\$ 100.00		\$ 100.00
126	Special events deposit	Deposit and bond for balance of estimated costs or \$200.00, whichever is greater, to be paid not less than 7 working days before the date of special event shown on permit.	50% of estimated reimbursable costs		50% of estimated reimbursable costs

**MASTER FEE SCHEDULE
POLICE**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/2024	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
1	POLICE DEPARTMENT				
2	9-1-1 Audio	Audio file for 9-1-1 audio	NEW	\$3.00	\$ 3.00
3	Body Worn Camera DVD's	\$10 ea + \$1 per minute released + \$15hr labor charge	See Comments		See Comments
4	4 GB Flash Drive	Each	\$ 6.00		\$ 6.00
5	8 GB Flash Drive	Each	\$ 8.00		\$ 8.00
6	16 GB Flash Drive	Each	\$ 10.00		\$ 10.00
7	32 GB Flash Drive	Each	\$ 12.00		\$ 12.00
8	Offense report	Per page.	\$ 0.10		\$ 0.10
9	Accident report	Per report (\$6.00 plus \$2.50 certification fee)	\$ 6.00	\$ 2.50	\$ 8.50
10	Solicitor permit	Per person.	\$ 75.00		\$ 75.00
11	All fingerprinting fee	Per person.	\$ 10.00		\$ 10.00
12	Certified copy/ Notarized copy	Per report	\$ 2.50		\$ 2.50
13	VIN Inspections	Per Inspection	\$ 40.00		\$ 40.00
14	Secondary Metal Recyclers	Per year.	NEW	\$ 250.00	\$ 250.00
15	ALARM SYSTEMS				
16	Permit	Per year.	\$ 35.00		\$ 35.00
17	Excessive false alarm fee	Per false alarm; > 3 < 6 during 12-month period.	\$ 50.00		\$ 50.00
18	Excessive false alarm fee	Per false alarm; > 6 < 8 during 12-month period.	\$ 75.00		\$ 75.00
19	Excessive false alarm fee	Per false alarm; > 8 during a 12-month period	\$ 100.00		\$ 100.00
20	False Robbery Alarm	Per alarm	NEW	\$ 100.00	\$ 100.00
20	911 SERVICE FEES				
21	Resident	Per month per local exchange access line.	\$ 1.00		\$ 1.00
22	Business	Per month per local exchange access line.	\$ 1.25		\$ 1.25
23	Business trunk line	Per month per local exchange access line.	\$ 1.50		\$ 1.50
24	VoIP line Resident	Per month per each VoIP line.	\$ 1.00		\$ 1.00
25	VoIP business	Per month per each VoIP line.	\$ 1.25		\$ 1.25
26	VoIP Business Trunk Line	Per month per each VoIP business trunk line.	\$ 1.50		\$ 1.50
27	TOWING FEES	Per contract - See attached page for full list of fees			
28	Administrative Processing Fee	Per impoundment	NEW	\$ 25.00	\$ 25.00
29	Wrecker charge	Per call.	\$ 85.00	\$ 5.00	\$ 90.00
30	Wrecker charge, medium duty	Per call.	\$ 350.00		\$ 350.00
31	Wrecker charge, heavy-duty per item (Tractor and/or Trailer)	Per hour.	\$ 550.00	\$ (375.00)	\$ 175.00
32	Mileage outside Duncanville city limits	Per loaded mile.	\$ 5.00	\$ (4.00)	\$ 1.00
33	Call out, no tow, cleanup	Per call.	\$ 50.00		\$ 50.00
34	Call out, no tow, disregard call	Per call.	No charge		No Charge
35	Recovery/waiting time	Per hour.	\$ 50.00		\$ 50.00
36	Labor and Cleanup	Per hour.	\$ 75.00	\$ (25.00)	\$ 50.00
37	City vehicle storage charge		No charge		No Charge
38	Police Department tire change	Each tire change.	No charge		No Charge
39	Tow charge, City vehicle under 1-ton	Per call.	No charge		No Charge
40	Semi-tractor trailer "boot" application	Per call.	\$ 300.00		\$ 300.00
41	ANIMAL CONTROL				
42	Tri Cities Regional Animal Shelter				\$ -
43	Animal Impoundment, 1st offense	Per animal.	\$ 30.00		\$ 30.00
44	Animal Impoundment, 2nd offense	Per animal.	\$ 100.00		\$ 100.00
45	Animal Impoundment, 3rd offense	Per animal.	\$ 200.00		\$ 200.00
46	Animal Impoundment, 4th offense	Per animal.	\$ 300.00		\$ 300.00
47	Boarding fee	Per night.	\$ 15.00		\$ 15.00
48	Rabies observation fee	Per night.	\$ 30.00		\$ 30.00
49	Non-resident surrender fee, animal	Per animal. (reduction per Tri-City Animal Shelter)	\$ 15.00		\$ 15.00
50	Non-resident surrender fee, litter	Per litter (up to 4); \$5.00 each additional animal.(no longer a fee)	\$ -		\$ -
51	Animal adoption	Each dog or cat. (\$25.00 adoption + \$25.00 sterilization voucher)	\$ 150.00		\$ 150.00
52	Microchip and registration	Each dog or cat.	\$ 25.00		\$ 25.00
53	Veterinarian disposal fee	Each dog, cat or small animal	\$ 15.00		\$ 15.00
54	Animal Permits				
55	Wild animal	Per year.	\$ 50.00		\$ 50.00
56	Livestock	Per year.	\$ 75.00		\$ 75.00
57	Cats over limit	Per year.	\$ 10.00		\$ 10.00
58	Dogs over limit	Per year.	\$ 10.00		\$ 10.00
59	Dangerous Animal	Per year. Health/Safety Code 822.043	NEW	\$ 100.00	\$ 100.00
60	TAXICAB PERMITS				
61	Operating permit	Per year.	\$ 150.00		\$ 150.00
62	Vehicle inspection fee	Annual, per vehicle.	\$ 10.00		\$ 10.00

MASTER FEES FY 2025-2026

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**MASTER FEE SCHEDULE
POLICE**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/1/2024	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
63	Driver fee	Per year.	\$ 10.00		\$ 10.00
64	SEXUALLY ORIENTED BUSINESSES				
65	Sexually oriented business	Per year.	\$ 525.00		\$ 525.00
66	Massage establishment	Per year.	\$ 625.00		\$ 625.00
67	Class A Dance Hall	Per year.	\$ 525.00		\$ 525.00
68	Class B Dance Hall	Per year.	\$ 525.00		\$ 525.00
69	Class C Dance Hall	Per year.	\$ 525.00		\$ 525.00
70	Class D Dance Hall	Per year.	\$ 675.00		\$ 675.00
71	Class E Dance Hall	Per year.	\$ 675.00		\$ 675.00

EXHIBIT A



Towing Fees Effective 2025

Outside City Limit Tow	Each occurrence + mileage	\$25 fee + \$4 per loaded mile
Incident Management	Per Hour	\$20
Callout Fee	Each	\$30
Winching	Each	\$20
Labor	Hourly per person	\$20
Cleanup Fee	Per hour	\$30
Oil Absorbent	Each (per bag)	\$50
Fuel Surcharge	Each	\$20
Offroad Recovery	Hourly	\$20

Oil Absorbent	Each (per bag)	\$50
Fuel Surcharge	Each	\$20
Offroad Recovery	Hourly	\$20

Additional Fees when applicable (Medium Duty)

Outside City Limit Tow	Each occurrence + mileage	\$30 fee + \$5 per loaded mile
Incident Management	Per Hour	\$20
Callout Fee	Each	\$50
Winching	Each	\$30
Labor	Hourly per person	\$30
Cleanup Fee	Per hour	\$50
Oil Absorbent	Each (per bag)	\$50
Fuel Surcharge	Each	\$30
Offroad Recovery	Hourly	\$30
Driveline removal	Each	\$75

Additional Fees when applicable (Heavy Duty)

Outside City Limit Tow	Each occurrence + mileage	\$50 fee + \$6 per loaded mile
Incident Management	Per Hour	\$80
Callout Fee	Each	\$125
Winching	Each	\$50
Labor	Hourly per person	\$50
Cleanup Fee	Per hour	\$50
Oil Absorbent	Each (per bag)	\$50
Fuel Surcharge	Each	\$50
Offroad Recovery	Hourly	\$50
Driveline removal	Each	\$75
Supervisor on scene	Hourly	\$150

Additional Fees when applicable (Specialty Equipment)

Rotator 50 ton	Hourly	\$450
Rotator 75 ton	Hourly	\$650
IM Response Unit	Hourly	\$350
Air Cushion Recovery	Hourly	\$1250
Skid Steer	Hourly	\$275
Mini Excavator (20k lbs)	Hourly	\$350
Wheel Loader	Hourly	\$400

MASTER FEE SCHEDULE UTILITIES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
	UTILITIES				
1	WATER & SEWER CONNECTION / TAP FEES				
2	Water connection fees				
3	3/4 "	Based on cost of water meter	\$ 400.00		\$ 400.00
4	1"	Based on cost of water meter	\$ 600.00		\$ 600.00
5	1 1/2"	Based on cost of water meter	\$ 1,000.00		\$ 1,000.00
6	2"	Based on cost of water meter	\$ 1,500.00		\$ 1,500.00
7	3"	Based on cost of water meter	\$ 2,000.00		\$ 2,000.00
8	4"	Based on cost of water meter	\$ 2,500.00		\$ 2,500.00
9	Water tap fees	IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL			
10	1"	Based on cost of materials & labor + 100% pavement repair charges	\$ 1,600.00		\$ 1,600.00
11	2"	Based on cost of materials & labor + 100% pavement repair charges	\$ 2,000.00		\$ 2,000.00
12	Larger than 2"	Total cost plus 10% and pavement repair charges.			Total cost plus 10% and pavement repair charges.
13	Sewer connection fees	ONLY IF EXISTING SEWER SERVICE IS AVAILABLE TO PROPERTY			
14	Residential	Connecting private sewer to city sewer available near property line	\$ 200.00		\$ 200.00
15	Non-Residential	Connecting private sewer to city sewer available near property line	\$ 200.00		\$ 200.00
16	Sewer tap fees	IN ADDITION TO CONNECTION FEE FOR NEW SERVICE INSTALL			
17	Service Line - 4"	Up to 25 feet of sewer piping + 100% pavement repair charges	\$ 2,000.00		\$ 2,000.00
18	Service Line - 6"	Up to 25 feet of sewer piping + 100% pavement repair charges	\$ 2,500.00		\$ 2,500.00
19	Linear Foot Charge (per foot after 25ft.)	\$36.25 per additional linear foot + 100% pavement repair charges	\$ 40.00		\$ 40.00
20	Pavement repair charges				
21	Sidewalk	Per square foot.	\$ 12.90		\$ 12.90
22	Street	Per square foot.	\$ 10.50		\$ 10.50
23	WATER RATES	Monthly rates to be charged for water on a monthly basis			
24		as determined by water meter readings.			
25	Residential - Non-Senior				
26	Minimum water charge, up to 1,000 gal.	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
27	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 5.33	\$ 0.53	\$ 5.86
28	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 6.87	\$ 0.69	\$ 7.56
29	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 8.48	\$ 0.84	\$ 9.32
30	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 10.05	\$ 1.00	\$ 11.05
31	Residential - Senior (over 65)				
32	Minimum water charge, up to 1,000 gal.	Per month, per unit.	\$ 17.86	\$ 1.78	\$ 19.64
33	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 4.80	\$ 0.48	\$ 5.28
34	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 6.19	\$ 0.62	\$ 6.81
35	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 7.63	\$ 0.76	\$ 8.39
36	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 9.04	\$ 0.91	\$ 9.95
37	Commercial				
38	Minimum water charge, up to 1,000 gal.	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
39	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 4.79	\$ 0.48	\$ 5.27
40	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 6.25	\$ 0.63	\$ 6.88
41	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 7.72	\$ 0.78	\$ 8.50
42	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 7.72	\$ 0.78	\$ 8.50
43	Multi-Family				
44	Minimum water charge, up to 1,000 gal.	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
45	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 4.79	\$ 0.48	\$ 5.27
46	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 6.25	\$ 0.63	\$ 6.88
47	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 7.72	\$ 0.78	\$ 8.50
48	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 7.72	\$ 0.78	\$ 8.50
49	Irrigation				
50	Minimum water charge	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
51	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 5.46	\$ 0.54	\$ 6.00
52	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 7.06	\$ 0.70	\$ 7.76
53	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 8.66	\$ 0.87	\$ 9.53
54	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 10.23	\$ 1.03	\$ 11.26
55	Schools				
56	Minimum water charge, up to 1,000 gal.	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
57	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 7.77	\$ 0.77	\$ 8.54
58	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 9.20	\$ 0.92	\$ 10.12

MASTER FEE SCHEDULE UTILITIES

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
59	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 10.62	\$ 1.06	\$ 11.68
60	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 12.05	\$ 1.20	\$ 13.25
61	Municipal				
62	Minimum water charge	Per month, per unit.	\$ 19.84	\$ 1.99	\$ 21.83
63	1,000 to 7,000 gallons	Per 1,000 gallons for water usage in excess of 1,000 gallons but not more than 7,000 gallons per unit.	\$ 9.20	\$ 0.92	\$ 10.12
64	7,000 to 15,000 gallons	Per 1,000 gallons for water usage in excess of 7,000 gallons but not more than 15,000 gallons per unit.	\$ 10.62	\$ 1.06	\$ 11.68
65	15,000 to 30,000 gallons	Per 1,000 gallons for water usage in excess of 15,000 gallons but not more than 30,000 gallons per unit.	\$ 12.05	\$ 1.20	\$ 13.25
66	Over 30,000 gallons	Per 1,000 gallons for water usage of 30,000 gallons or more per unit.	\$ 13.45	\$ 1.35	\$ 14.80
67	WATER DEPOSITS AND FEES				
68	Deposit, residential		\$ 75.00		\$ 75.00
69	Deposit, commercial		\$ 125.00		\$ 125.00
70	Deposit, Realtor	For one house; \$25.00 for each additional house.	\$ 75.00		\$ 75.00
71	Convenience fee (credit card over the p	Per transaction	\$ 15.00		\$ 15.00
72	Returned check fee	Per check.	\$ 35.00		\$ 35.00
73	Delinquent charge (Commercial)	Based on total bill, including water, sewer, garbage, and drainage fees.	10%		10%
74	Delinquent charge (Residential)	Change from 5% of outstanding bill to a flat fee (Based on total bill, including water, sewer, garbage, and drainage fees.)	10%		10%
75	Deposit, fire hydrant meter	Based on cost of hydrant meter/backflow assembly & labor	\$ 2,500.00		\$ 2,500.00
76	Reconnections				
77	During business hours: single-family, duplexes, multi-family 9 units or less	Additional \$35.00 if meter was pulled.	\$ 35.00		\$ 35.00
78	During business hours: multi-family with 10 units or more		\$ 70.00		\$ 70.00
79	After hours / holidays: single-family, duplexes, multi-family 9 units or less		\$ 45.00		\$ 45.00
80	After hours / holidays: multi-family with 10 units or more		\$ 120.00		\$ 120.00
81	Charge if customer turns water on illegally, meter in place	Per occurrence	\$ 50.00		\$ 50.00
82	Charge if customer illegally installs bypass, meter or no meter	Per occurrence	\$ 150.00		\$ 150.00
83	SEWER RATES				
84	Fixed rates				
85	Residential	Per connection (without tax)	\$ 23.58	\$ 1.17	\$ 24.75
86	Residential (Senior Over 65)	Per connection (without tax)	\$ 21.22	\$ 1.06	\$ 22.28
87	Multi-family	Per living unit (without tax)	\$ 11.11	\$ 0.55	\$ 11.66
88	Commercial, Schools, Municipal	Per connection (without tax)	\$ 11.11	\$ 0.55	\$ 11.66
89	Variable rates				
90	Residential	Per 1,000 gallons.; based on winter months average without tax	\$ 10.07	\$ 0.50	\$ 10.57
91	Residential (Senior Over 65)	Per 1,000 gallons.; based on winter months average without tax	\$ 9.06	\$ 0.45	\$ 9.51
92	Multi-family	Per 1,000 gallons; based on 90% of water consumption without tax	\$ 11.33	\$ 0.57	\$ 11.90
93	Commercial, Schools and Municipal	Per 1,000 gallons; based on 85% of water consumption without tax	\$ 11.11	\$ 0.55	\$ 11.66
94	SOLID WASTE RATES				
95	Single-family & duplex, curbside service	Per dwelling unit without tax	\$ 28.96	\$ 1.45	\$ 30.41
96	Single-family & duplex, alley service	Per dwelling unit without tax	\$ 36.31	\$ 1.82	\$ 38.13
97	Multi-family, curbside service	Per dwelling unit without tax	\$ 28.96	\$ 1.45	\$ 30.41
98	Multi-family, alley pickup	Per dwelling unit without tax	\$ 36.31	\$ 1.82	\$ 38.13
99	Commercial accounts serviced by residential trucks				
100	Per commercial account	Per month, without tax	\$ 43.77	\$ 2.19	\$ 45.96
101	Commercial accounts				
102	Commercial containers / collection	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
103	Commercial containers / burned	Rates specified in contract with service provider and subject to CPI increases.	See Comments		See Comments
104	PRIVATE COLLECTION LICENSES				
105	Class A				
106	Each vehicle, up to 1/2 ton	Per year.	\$ 25.00		\$ 25.00
107	Each vehicle, 1/2 ton to 2 tons	Per year.	\$ 35.00		\$ 35.00
108	Each vehicle, 2 tons or more	Per year.	\$ 50.00		\$ 50.00
109	Class B	Per year minimum. Fee shall be amount equal to one month's charge for city service of the same class.	\$ 12.00		\$ 12.00
110	Class C	Per year (for collection and transportation of grass clippings).	\$ 25.00		\$ 25.00
111	LANDFILL FEES				
112	STORMWATER CHARGES				
113	Residential	Per month, per dwelling unit	\$ 5.00		\$ 5.00
114	Multi-family	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); \$10.00 minimum premise account for properties with only a single premise. \$3.50 minimum per premise account for property parcel with multiple premises.	\$ 5.00		\$ 5.00
115	Churches	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); \$10.00 minimum premise account for properties with only a single premise. \$3.50 minimum per premise account for property parcel with multiple premises.	\$ 5.00		\$ 5.00
116	Schools	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); \$10.00 minimum premise account for properties with only a single premise. \$3.50 minimum per premise account for property parcel with multiple premises.	\$ 5.00		\$ 5.00
117	Commercial	Per month x # of ERU (Equivalent Residential Unit of 4,300 square feet); \$10.00 minimum premise account for properties with only a single premise. \$3.50 minimum per premise account for property parcel with multiple premises.	\$ 5.00		\$ 5.00

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MASTER FEES FY 2025-2026

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**MASTER FEE SCHEDULE
UTILITIES**

EXHIBIT A

	FEE	BASIS/COMMENTS	Fee Effective 10/01/24	Proposed Increase or Decrease FY 25-26	Proposed Fee 10/01/25
118	RETAIL ELECTRIC PROVIDERS	Registration does not apply to REPs serving municipal accounts. Any REP that remains delinquent on payment of annual registration fee after March 31 shall be subject to suspension of registration.			
119	Registration fee	Due by January 31 of each year.	\$ 25.00		\$ 25.00
120	Subsequent registration fee		\$ 20.00		\$ 20.00
121	Late payment fee	For fees not received prior to January 31.	\$ 10.00		\$ 10.00
122	Delinquency fee	Plus late payment fee and amount of penalty first imposed.	\$ 15.00		\$ 15.00